

Global Emergency Assistance

Whilst on a journey, an insured person has access to our global assistance services should an emergency occur, medical or otherwise.

Liberty Global Emergency Assistance has partnered with World Travel Protection (WTP). You, or the insured person, can contact WTP by calling +61 2 8907 5604.

Scan and save emergency assistance contact details

The details below can be added into your smartphone by scanning the QR code and saving the details into your contacts:





+61 2 8907 5604



assist@worldtravelprotection.com

Making a claim

The completed claim form and all supporting information can be lodged with Proclaim via email, post or eFax.



ahclaims.au@libertyglobalgroup.com



Liberty Specialty Markets, c/-Proclaim Management Solutions, Locked Bag 32012, Collins St East, VIC 8003



To make an enquiry or request a claim form please call 1300 552 446 or +61 3 9660 5200



eFax 1300 858 329 or +61 2 8551 8681

When Proclaim receive your completed claim form, you'll receive a confirmation email containing your claim number and their contact details.

Please note that we may require written proof of loss in order to consider any claim under the policy, inclusive of originals (or certified copies) of all documentation, including certificates, receipts, and other relevant information. Please note that if we do not receive the appropriate documentation in the format we reasonably require, any claim settlement may be delayed.





Corporate Travel Product Disclosure Statement (PDS) and Policy Wording

Product Disclosure Statement	1
Policy Wording	7
General Definitions	7
General Exclusions	15
General Conditions	16
How to make a Claim	18
Section 1 – Overseas Medical Expenses and Evacuation	19
Section 2 – Liberty Global Emergency Assistance	20
Section 3 – Loss of Deposits, Cancellation, Disruption, Curtailment	21
Section 4 – Baggage, Money and Other Items	24
Section 5 – Personal Accident and Sickness	27
Section 6 – Rental Vehicle Excess	38
Section 7 – Personal Liability	40
Section 8 – Political Unrest and Natural Disaster Evacuation	41
Section 9 – Kidnap, Ransom and Extortion	42
Section 10 – Extra Territorial Workers Compensation	44
Section 11 – Hijack, Detention and Legal Costs	46
Section 12 – Worldwide Search and Rescue	47
Section 13 – Automatically Included Benefits	48

For contact details of **our** claims provider please scan this code and save the details to your smart phone



Product Disclosure Statement

About this Product Disclosure Statement

This Product Disclosure Statement (**PDS**) is a legal document that contains important information to assist **you** in understanding the coverage provided by the **policy** and to help **you** make an informed choice about purchasing it.

Please read this PDS and the **policy** carefully to ensure the **policy** meets **your** needs before deciding to purchase it.

This PDS, the **policy** and any other documents **we** tell **you** of all form part of the **policy**, and together form **your** Liberty Corporate Travel Insurance contract.

In addition, **our** Target Market Determination, available under the Corporate Travel Download section on **our** website <u>Liberty</u> or from the insurance broker who arranged this insurance for **you**, may assist **you** to understand the class of retail clients for whom this **policy** has been designed. Or click <u>here</u> to take **you** straight to the TMD applicable to this **policy**.

The preparation date for this PDS is 18 March 2025.

From time to time **we** may need to update the PDS (where permitted or required by law). If this happens a new PDS or a Supplementary PDS will be made available to **you**.

About Liberty, the product provider and insurer of this policy

Liberty Mutual Insurance Company, Australia Branch ABN 61 086 083 605, is incorporated in Massachusetts, USA (the liability of members is limited) and operates in Australia as a branch, trading as Liberty Specialty Markets ("Liberty"). Liberty is part of the Boston-based Liberty Mutual Insurance Company ("LMIC"), a leading global insurer, established in 1912. Headquartered in Sydney, Liberty began its operation in Australia in 1999, and has since established offices in Brisbane, Melbourne, Adelaide and Perth.

Liberty is authorised and regulated in Australia by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. It is licensed as an Australian Financial Services Licensee (Licence No: 530842) pursuant to section 913B of the Corporations Act 2001 (for claims handling and settling services only).

Throughout this **policy**, Liberty is also referred to as **'we'**, **'our'** or **'us'**.

Our contact details are as follows:

Svdnev:

Level 38, Governor Phillip Tower 1 Farrer Place Sydney NSW 2000 Phone: +61 2 8298 5800

Melbourne:

Level 17, 530 Collins Street Melbourne VIC 3000 Phone: +61 3 9619 9800

Adelaide:

Level 12, 25 Grenfell Street Adelaide SA 5000 Phone: +61 8 8124 8500

Brisbane:

Level 33, Riparian Plaza, 71 Eagle Street Brisbane QLD 4000

Phone: +61 7 3235 8800

Perth

Level 46, Central Park Tower 152-158 St Georges Terrace

Perth WA 6000

Phone: +61 8 6188 9500

More information can be found at **our** website: www.libertyspecialtymarkets.com.au

Liberty Mutual AGM General Condition

Liberty Mutual Insurance Company is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com, by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

All other terms and conditions of this **policy** remain unchanged.



Your Insurance Broker

We distribute Liberty Corporate Travel Insurance solely through insurance brokers. Please do not hesitate to contact your insurance broker should you have any questions or concerns about whether this PDS or the policy is right for you.

Your insurance broker will help **you** determine the insurance that is right for **you** and will guide **you** through the purchase process and the claims process if **you** need to make a claim. Your insurance broker acts as **your** agent when dealing with **us**.

The **policy schedule** sets out your insurance broker's details.

Duty to take reasonable care not to make a misrepresentation

Whenever you interact with us in relation to this policy, you have a duty to take reasonable care not to make a misrepresentation. This means you have an obligation to take reasonable care to be honest, accurate and complete in the answers to the questions we ask you, including questions which may relate to anyone else to whom this insurance applies.

If you make a misrepresentation, we can exercise any available legal rights we have, including refusing or cancelling your policy, or reducing our liability in respect of any claims. If you are unsure about any question(s) we ask you, please tell us or discuss these with your insurance broker.

The Meaning of Certain Words

You will note that throughout this PDS and the **policy** some words are in bold. **We** are highlighting these words as they have special meanings within this PDS and the **policy**. **We** have defined these words in the General Definitions on page 7.

Cooling-Off Period

You have twenty-one (21) days from the date your policy takes effect to consider the information contained in this PDS and the policy. This is your cooling-off period. Provided a claim has not been made on the policy, you have the right to cancel the policy and obtain a full refund of the premium paid within the cooling-off period.

To exercise this right, **you** must notify **us** by phone, email or mail.

After the cooling-off period please refer to the section "Cancelling Your Policy Before it Expires" to understand **your policy** cancellation rights.

Cancelling Your Policy Before it Expires

Βν νοι

You may cancel this **policy** at any time by notifying **us** by phone, email or mail. The cancellation will take effect from 4:00pm on the day **we** receive your notice of cancellation or such time as may be otherwise agreed. If **you** cancel the **policy** outside the cooling off period, **we** will refund the unexpired portion of the **premium**. However, **we** will not refund any **premium** if **we** have paid a claim or benefit to **you** under the **policy**.

By us

We may cancel the **policy** in accordance with the provisions of the *Insurance Contracts Act 1984*. If we cancel this **policy** outside the cooling-off period, **you** will be refunded the unexpired portion of the **premium**, less any non-refundable government taxes and charges. If we cancel **your policy** due to fraud, we will not refund any money to **you**.

Failure to act reasonably

We may deem a failure or reckless disregard on the part of the **insured** and/or **insured person** to take all practicable steps to prevent or minimise damage, injury, liability, loss, accident or sickness, as a failure to take reasonable care, (provided a failure was not as a result of matters or events unknown to, or beyond the control of, the **insured** and/or **insured person**), and **we** may refuse to pay all or part of any resultant claim.

Examples of a failure on the part of the **insured** and/or **insured person** to take reasonable care may include:

- A failure to comply with any law, by-law, ordinance or regulation that concerns the safety of persons or property:
- A failure to follow relevant warnings including from the government, airport officials or any other relevant or local authorities, whether issued prior to or during the **policy period**, or
- An act or omission which is reckless or negligent.

We will not refuse to pay all or part of any resultant claim where **we** have been notified of circumstances and have agreed to a course of action.



Liberty's Global Emergency Assistance

Liberty Global Emergency Assistance is a 24 hour, 7 days a week, 365 days a year (24/7/365) emergency referral and assistance service.

If **you** require assistance anywhere in the world, **you** can contact **us** by calling:

Phone: +61 2 8907 5604

We have a highly skilled team, including medical practitioners, medical professionals, specialists and consultants available 24/7/365 to provide the following:

- · over the phone medical assistance;
- locating suitable medical assistance in your local area;
- arranging for medical assistance in your local area;
- · travel assistance and advice;
- · security assistance; and
- non-emergency pre-travel advice on some healthrelated matters.

For more details about Liberty Global Emergency Assistance please refer to page 20.

Premium

When a policy of insurance is purchased a **premium** is required to be paid. In calculating the **premium** for the **policy we** take into account a range of factors including, but not limited to:

- ✓ the number of persons to be insured;
- ✓ occupation of the insured and insured persons;
- √ number of days travelling;
- ✓ previous insurance history;
- the limits, terms and conditions and excesses chosen; and
- ✓ payment of your premium by instalments.

The **premium** will vary depending on the information **you** give **us** in relation to the risks and any additional options to be covered. The higher the risk and the more cover required, the higher the **premium**.

Your premium will also include applicable government taxes and charges (e.g. GST and Stamp Duty) in relation to your policy. These amounts will be set out separately in the policy schedule as part of the total premium payable.

We will tell **you** what **premium** is payable, when it needs to be paid and how it can be paid when **you** apply for the Corporate Travel Insurance **policy**.

To ensure **your policy** provides the cover **you** have requested the **premium we** charge must be paid on time. In the event **you** don't pay the **premium** on time **we** have the right to cancel **your policy**.

If a valid claim is made on the **policy** prior to payment of **your premium, we** may exercise our entitlement/s under applicable law including deducting any outstanding **premium** from **your** claim payment.

If You Pay Your Premium By Instalments

An administration charge may apply to use an instalment payment facility. If you choose to pay your premium by instalments, your premium may be more than if you choose to pay by a single annual payment. If you are paying by instalments and an instalment is 14 days or more overdue, we may refuse a claim. We may cancel this insurance if the instalment is one month or more overdue. If we cancel your insurance where an instalment is unpaid, your insurance cover will end on the due date of the first unpaid instalment payment.

Limits Applicable to Certain Benefits

Please note that maximum benefit limits and sub-limits apply to specific benefits in this **policy**, and where applicable, they will be set out in the **policy schedule**, and in the relevant parts of this PDS and policy wording.

Policy Excesses

Some Sections of **our policy** may have an **excess** which is the amount **you** must first contribute towards each claim that is made under the **policy**.

The Most We Will Pay For A Claim

The most **we** will pay for a claim is the sum insured set out on the **policy schedule** for the cover or Part **you** are claiming under, less any applicable **excess**.

For example, if **you** make a valid **baggage** claim under Section 4 - Baggage, Money and Other Items, for \$1,000 and an **excess** of \$100 applies under the **policy** terms, **you** will contribute \$100 and **we** will pay \$900 in settlement of the claim.

In respect of Section 5 – Personal Accident and Sickness, an excess period may apply. This is the time that an insured person must wait after seeing a medical practitioner prior to us paying any claim for loss of income. The excess period will be noted on the policy schedule.



Making a Claim

By working closing with underwriters, brokers and clients, Liberty's claims team provides a premier level of service, taking all reasonable steps to pay valid claims promptly.

If **you**, or, if **you** prefer, **your** insurance broker is to make a claim on **your** behalf, the details of what **you** must do for **us** to consider **your** claim are noted under "How to make a claim" on page 18.

Certain types of claims require **you** or an **insured person** to provide documentary evidence to **us** in support of the claim (for example, medical certificates, proof of earnings). Please ensure **you** retain copies of all documents that may be relevant to a claim in a safe place in case **we** need them to settle a claim with **you**.

Other Important Matters Relating To Your Policy

Journey Cover

The cover provided by this **policy** will only apply during the **policy period** noted on the **policy schedule**, and is limited by the **journey** description noted on the **policy schedule**.

Applicable Law

In accordance with the **General Condition** headed **Breach of Applicable Sanctions, Laws or Regulations, we** will be prohibited by law from providing cover where economic or trade sanctions or other laws or regulations apply to **us**, **our** parent company or its ultimate controlling entity.

Medicare or Private Health Insurance

We are prohibited by law from providing cover where an **insured person** is eligible for benefits under Medicare or private health insurance laws or regulations in Australia.

Tax Implications

If **you** are a business and registered for GST, **you** will need to disclose to **us your**:

- 1. Australian Business Number (ABN); and
- The percentage of any input tax credit you are entitled to for your premium and/or for things covered by this policy when making a claim.

If **we** agree to pay a claim under the **policy**, **we** will adjust the settlement amount to allow for **your** input tax credit entitlement.

If **you** become aware of the fact that **you** are required to be registered for GST, **you** will disclose this fact to **us** before the settlement of any claim.

If you are not a business and are making a personal claim on the policy it is your or the insured person's responsibility to declare any benefits received that should be declared when completing your personal tax return (for example, loss of income benefits).

Please see **your** tax advisor for information relating to **your** specific circumstances.

All **policy** limits and **benefits payable** as noted on the **policy schedule** are inclusive of GST unless **we** have specifically told **you** otherwise.

Group Insurance Policies

This is a group insurance **policy**. **Insured persons** may be eligible to claim under the **policy** provided, at the time loss or damage occurs, the applicable eligibility criteria and **policy** Conditions specified in the **policy** are met.

It is very important that **you** ensure a copy of this PDS, and the **policy** are made available to each **member** or **employee** of **your** organisation if **you** are obtaining Corporate Travel Insurance for the benefit of them.



Privacy Notice

Wherever the words "you" and "your" are used in this privacy notice, they refer to the **insured** as noted on the **policy schedule** or an **insured person**, as applicable.

We are bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when **we** collect and handle **your** personal information.

This notice provides some key information about **our** privacy practices in relation to personal information. For full details, please see **our** privacy policy.

We collect personal information in order to provide our services and products, manage claims and for purposes ancillary to our business. We may collect, use and disclose your personal information for those purposes. Your personal information may include sensitive information such as information or opinion about your health and/or medical records. Personal information is in some circumstances collected from third parties, such as health providers and insurance brokers.

We may disclose personal information to third parties involved in this process such as **our** related companies, reinsurers, agents, loss adjusters, health providers and other service providers.

We may store **your** information with third party cloud or other types of networked or electronic storage providers.

Third party providers may be located overseas including in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia.

Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide you with the products or services you seek from Liberty. If you do not provide all of the personal information Liberty or other relevant third parties require to offer or provide you with specific products or services, Liberty may not be able to provide the appropriate type or level of service.

If **you** wish to gain access to or correct **your** personal information, make a privacy complaint, or if **you** have any query about how Liberty collects or handles **your** personal information please write to Liberty's Privacy Officer at:

Level 38, Governor Phillip Tower 1 Farrer Place, Sydney NSW 2000; or

Email: privacy.officer.ap@libertyglobalgroup.com

To obtain a copy of Liberty's privacy policy go to Liberty's website:

www.libertyspecialtymarkets.com.au

or request a copy from Liberty's Privacy Officer at the above email or postal address.

Complaints and Dispute Resolution Process

Wherever the words "you" and "your" are used in this section, they refer to the **insured** as noted on the **policy schedule** or an **insured person**, as applicable.

At Liberty, **we** are committed to providing the highest level of client service and satisfaction. However, mistakes or misunderstandings can sometimes happen.

If **you** believe such a mistake or misunderstanding has occurred, please contact **your** insurance broker or tell **us** on the contact details set out below. Most times, **we** or **your** broker will be able to resolve **your** enquiry quickly.

If however **you** are dissatisfied with **our** initial response and wish to make a complaint – whether about **our** products, the services **we** provide, how **we** manage **your** personal information, **our** staff or the way in which **your** claim is responded to or managed - **we** have an established Complaints and Dispute Resolution Process which facilitates the resolution of complaints in a fair, transparent and efficient manner.

Internal Dispute Resolution

Should **you** wish to make a complaint, **you** can contact **us** in the following ways:

Email: complaintsAP@libertyglobalgroup.com

Telephone: +61 2 8298 5800

Mail: Internal Dispute Resolution,

Liberty Specialty Markets, Level 38, Governor Phillip Tower

1 Farrer Place, Sydney NSW 2000

On receipt of **your** complaint, provided **we** have the relevant claim or **policy** reference as applicable, **we** will provide **our** acknowledgement within 1 business day of receipt.



When **we** provide **our** acknowledgement, **we** will also inform **you** of the Manager appointed to liaise with **you** regarding **your** complaint and their contact details. The Manager will review **your** complaint and, providing **we** have all the necessary information to complete **our** review, **we** will advise **you** of **our** decision in writing within 30 calendar days of receipt of **your** complaint.

We will keep you informed about the progress of your complaint at least every 10 business days.

Sometimes, a complaint may take a longer period of time to resolve. If we do need more information or time to resolve your complaint due to complexity or circumstances beyond our control, we will contact you to let you know the reason for the delay and your right to take your complaint to the Australian Financial Complaints Authority (AFCA), subject to its Rules. Should your complaint sit outside the AFCA Rules, you may wish to consider seeking independent legal advice or access any other external dispute resolution options that may be available to you.

If **our** decision does not resolve **your** complaint to **your** satisfaction, or if **we** do not resolve **your** complaint within 30 calendar days of the date **we** received it, **you** may refer **your** complaint to AFCA.

External Dispute Resolution

AFCA provides a free and independent financial services complaint resolution service if the complaint is one which falls within AFCA's Rules.

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)

Mail: Australian Financial Complaints

Authority GPO Box 3,

Melbourne VIC 3001

Financial Claims Scheme

In the unlikely event of Liberty not being able to meet its financial obligations under **your policy**, **you** may be entitled to access the Financial Claims Scheme (FCS), provided **you** meet the eligibility criteria. APRA is responsible for the administration of the FCS. For further information, please contact APRA online at: www.apra.gov.au; or by phone: 1300 558 849.



Policy Wording

Our Agreement

This **policy** is a legal contract between **you** and **us** and it's made up of the policy wording, the **policy schedule** and any **endorsements**. The **insured** will pay **us** the **premium** and provided the eligibility criteria are met at the time **bodily injury**, **sickness**, loss or damage occurs, the **insured** or an **insured person** may be able to make a claim under the **policy**.

There are also:

- General Exclusions, which apply to any claim that is made; Page 15
- General Conditions, which set out the responsibilities of the persons covered under this policy; Page 16
- Conditions and Exclusions, which apply to specific covers or Sections;
- Claims Conditions, which set out **your** responsibilities and/or those of the persons covered under this **policy**, when a claim is made; Page 18

General Definitions

Throughout the **policy** the following words have special meanings. These words appear in bold throughout the **policy**.

Word	Definition
ACCIDENT	a single physical event that occurs during the policy period that is sudden and unintended.
ACCIDENTAL DEATH	the death of an insured person as the result of a bodily injury within 12 months from the date of the bodily injury .
ACCOMPANYING	travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another insured person who is on a journey .
ACT OF TERRORISM	any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear, as declared by the relevant country's applicable government agency.
AGGRAVATED ASSAULT	a violent and physical act intentionally committed by a person or persons unknown against an insured person , whilst the insured person is flying as a passenger in an aircraft licensed for the carriage of passengers, or whilst travelling in a motor vehicle intended for use on public roadways, or whilst the insured person is involved in a carjacking .
ALTERNATIVE EMPLOYEE EXPENSES	all reasonable and necessary travel expenses incurred in sending an employee, on behalf of the insured person, to complete the business activities originally intended to be undertaken by the insured person. Alternative employee expenses are limited to a business class return air flight and other essential travel expenses of the employee.
BAGGAGE	personal property and/or business property belonging to you or an insured person or for which an insured person is legally responsible and has taken on or acquired during the journey .
BED CARE PATIENT	during the policy period , the insured person is necessarily confined to a bed, outside of Australia, certified as necessary by a medical practitioner and under the ongoing care of a registered nurse, for a period longer than 24 continuous hours.
BENEFIT(S), BENEFIT PAYABLE OR AMOUNT PAYABLE	the maximum benefit or sum insured that may be paid to you or the insured person as shown on the policy schedule or as may be indicated within the policy .



Word	Definition
BENEFIT PERIOD	the maximum period for which a weekly benefit payment may be paid to you or an insured person .
BODILY INJURY	 an injury caused as a result of an accident and which occurs solely and independently of any other cause and whilst the person is an insured person under the policy. It does not mean: 1. a sickness or illness of any kind; or 2. any pre-existing condition.
BUSINESS PROPERTY	office equipment, business documentation, stationery and other instruments belonging to the insured which are used for a business purpose.
CARJACKING	the violent theft or attempted violent theft of a motor vehicle intended for use on public roadways which is under the care, custody and control of, or occupied by or about to be occupied by an insured person .
CIVIL WAR	a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.
CLOSE BUSINESS ASSOCIATE	 a fellow employee of the insured person whose duties and responsibilities directly affect the insured person's work; or a business associate, who is not a fellow employee, where the business relationship with the insured person necessitates the immediate return of the insured person but does not include any travelling companion.
CLOSE RELATIVE	the insured person's spouse or partner , fiancé(e), child, step-child, daughter-in-law, son-in-law, grandchild, parent, step-parent, parent-in-law, grandparent, brother, brother-in-law, half-brother, sister, sister-in-law, half-sister, aunt, uncle, niece or nephew.
COMPLETE FRACTURE	a break involving the entire width of the bone with total separation.
CONCUSSION	a grade 3 or higher concussion which has been medically diagnosed by a medical specialist.
CONVEYANCE	 any cars, coaches, buses, ships, taxi's and trams, provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers; and 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	the country in which the insured person normally resides and of which the insured person has permanent citizenship or is a permanent resident (i.e. a holder of a multiple entry visa or permit which gives the insured person residency entitlements in such country).
DENTAL INJURY	an injury to a tooth or teeth , occurring during the policy period , as a result of an accident , and which occurs solely and independently of any other cause and whilst the person is an insured person under the policy .



Word	Definition	
DEPENDENT CHILD(REN)	 the insured person's and their spouse or partner's unmarried children (including step or legally adopted children) who, at the time of a claim are: under the age of nineteen (19) years and living with the insured person; or under the age of thirty (30) years and a full-time student at an accredited institute of higher learning, and who are primarily dependent on the insured person for their maintenance and support. dependent child(ren) also includes an insured person's unmarried children of any age who are permanently living with the insured person and are mentally or physically incapable of self-support. 	
DETENTION/DETAINED	restraint of the insured person by way of custody or confinement against their will.	
EMERGENCY CASH ADVANCE	a payment to be made to an insured person's executor, or administrator of the insured person's estate, whilst the administration of the insured person's estate is arranged.	
EMPLOYEE	any person under a contract of employment, contract of service or apprenticeship with the insured and includes any director (executive or non-executive), consultant, contractor or sub-contractor or self-employed person whilst acting on, or undertaking work on, the insured's behalf.	
ENDORSEMENTS	any written amendment attaching to this policy as issued by us .	
EXCESS	the amount you or the insured person must first contribute toward a claim that is made under the policy as detailed in the policy schedule .	
EXCESS PERIOD	means the period the insured person must wait, prior to benefits being payable, following a bodily injury or sickness giving rise to a claim for temporary total disablement or temporary partial disablement . The excess period is shown on the policy schedule and the number of days noted must be served consecutively.	
EXTORTION	to intimidate by a threat or series of threats to kidnap or cause bodily injury .	
FUNERAL EXPENSES	 the reasonable costs incurred for returning the insured person's body or ashes to a place nominated by the insured person's spouse or partner or the insured person's legal representative and includes the reasonable expenses for one close relative to travel to and/or accompany the body or ashes to the place so nominated; and the cost and associated expenses of the insured person's funeral, burial, or cremation. 	
ніјаск	the seizing of control of a conveyance on which the insured person is a passenger.	
INCOME	 for self-employed insured persons, the gross weekly income from personal exertion, after allowing for costs and expenses incurred in deriving that income, averaged over the twelve (12) months prior to a bodily injury or sickness or any shorter period that the insured person has been engaged in their occupation; or for insured persons who are other than self-employed, the basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of bodily injury or sickness. For total employment cost or salary packaged insured persons, income includes salary, motor vehicle, travel allowances, club subscription fees, housing loan or rental subsidy, clothing or meal allowances but excludes bonuses, commissions and/or overtime payments. 	



Word	Definition	
INSURED	the named business or entity on the policy schedule .	
INSURED PERSON(S)	any person shown on the policy schedule as an insured person and/or who is nominated by the insured as eligible under this policy and for whom premium has been paid or agreed to be paid.	
JOURNEY	the authorised business travel of the insured and which is more specifically noted on the policy schedule. The journey is extended to include: 1. all non-business travel for Directors (executive and non-executive), Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Company Secretary and General Manager(s), along with accompanying spouse or partner and dependent child(ren), (or non-accompanying spouse or partner and dependent child(ren) as agreed to by the insured); and 2. any incidental non-business travel by any other person, as determined by the insured, and their accompanying spouse or partner and dependent child(ren) occurring during the course of, and in addition to, authorised business travel; or 3. any non-business travel by any other person, as determined and agreed to by the insured, and their accompanying spouse or partner and dependent child(ren), (or non-accompanying spouse or partner and dependent child(ren) as agreed to by the insured);	
	The maximum journey duration shall not exceed 180 days and does not include normal commuting between an insured person's normal place of residence and place of business.	
KIDNAP/KIDNAPPING/ KIDNAPPED	the illegal abduction and holding hostage of one or more insured person(s) for the purpose of demanding ransom monies as a condition of release. A joint kidnap of more than one insured person shall be considered a single kidnap event.	
LIMB(S)	the entire limb between the shoulder and the wrist or between the hip and the ankle.	
LOSS	 in connection with: a limb, permanent physical severance or permanent total loss of the use of the limb; hands, feet and digits, permanent physical severance or permanent total loss of use of the hand, foot, finger, thumb or toe; an eye, total and permanent loss of all sight in the eye; hearing, total and permanent loss of hearing. 	



	· · · · · · · · · · · · · · · · · · ·
Word	Definition
MEDICAL AND EVACUATION EXPENSES	 all reasonable medical costs necessarily incurred: outside of the insured person's country of residence for hospital, surgical or other diagnostic or remedial treatment; or whilst an insured person is on a domestic cruise within Australian waters, for out of hospital medical expenses that do not attract a Medicare rebate; given or prescribed by a medical practitioner;
	 travel and accommodation expenses, which we agree have been reasonably incurred, for close relatives or travelling companions of the insured person who, upon the advice of a medical practitioner or medical specialist, are required to travel to or remain with the insured person. The number of close relatives or travelling companions will be determined after taking into account medical specialist opinion including prognosis and travel and accommodation requirements;
	 reasonable expenses related to the evacuation of the insured person, including necessary expenses incurred for qualified medical staff to travel with the insured person;
	 ongoing medical costs incurred after the insured persons return to their country of residence as a direct result of their bodily injury or sickness, for a period of up to twenty-four (24) months from the date of the bodily injury or sickness. Cover for ongoing expenses incurred within the insured person's country of residence will be limited to one hundred thousand dollars (\$100,000) unless such country of residence is Australia; reasonable expenses related to the repatriation of the insured person to the most suitable hospital or the insured person's country of residence; up to \$75 per day, for a maximum of 30 days, for non-medical incidental
	services including but not limited to telephone, television, newspapers and the like; 7. reasonable costs of returning the insured person's baggage to the insured person , up to a maximum of \$1,000 any one claim, in the event the insured person is separated from their baggage due to a hospital stay of longer than 24 hours or the insured person is evacuated to their country of residence ; and
	 8. reasonable expenses incurred outside of the insured person's country of residence, or whilst on a domestic cruise within Australian waters: a. for emergency dental treatment necessary to restore or replace sound natural teeth lost or damaged following an insured event under Section 5, Personal Accident and Sickness of this policy; b. to resolve acute, spontaneous and unexpected onset of dental pain; or c. to repair, replace or adjust dentures up to a maximum of two thousand and five hundred dollars (\$2,500), provided those expenses are incurred as a direct result of an insured person's bodily injury; provided in each case it is necessary on medical advice given by and organised
	by Liberty Global Emergency Assistance in accordance with Section 2 of the



a medically qualified person, not an **insured person**, a relative of an **insured person**, or an **employee** of the **insured**, who is currently and appropriately registered in the country in which they practice.



Word	Definition
MEDICAL SPECIALIST	a medical practitioner or other specialist appropriately qualified, and registered in the country in which they operate, in a particular branch of medicine for the treatment of bodily injury or sickness , and who is not an insured person , a relative of an insured person , or an employee of the insured .
MONEY	the insured person's personal cash, credit cards, bank cards, bank or currency notes, cheques, travellers cheques, postal or money orders or other negotiable instruments.
OTHER FRACTURE	any break or cracks of the bone other than a complete fracture.
PARAPLEGIA	total paralysis of both legs and part or whole of the lower half of the body.
PERMANENT	having lasted twelve (12) consecutive months from the date of the bodily injury and at the end of that period being without hope of improvement.
PERMANENT TOTAL DISABLEMENT	total disablement as a result of a bodily injury which continues for twelve (12) consecutive months and at that time is certified by a medical practitioner as being beyond hope of improvement and entirely preventing the insured person forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.
POLICY	this PDS, policy wording, the policy schedule and any endorsements attaching thereto.
POLICY PERIOD	the period noted on the policy schedule .
POLICY SCHEDULE	the document issued by us to the insured titled policy schedule.
PORTABLE ELECTRONIC EQUIPMENT	any computers (including laptops, notebooks and tablets), mobile phones, cameras, personal music players or recording devices, headphones or earphones, and other items of a similar nature, which are intended for either business or personal use.
PRE-EXISTING CONDITION	any illness, disease, syndrome, disability or other condition, including any symptoms or side effects of these:
	 of which the insured person is aware, or a reasonable person in the circumstance would be expected to have been aware, in the ninety (90) days prior to that insured person's journey under this policy; or for which the insured person has sought or received medical attention, undergone tests or taken prescribed medication, in the ninety (90) days prior to that insured person's journey under this policy.
PREMIUM	the premium shown on the policy schedule that is due and payable by the insured .
PROFESSIONAL SPORT	any sport in which an insured person receives a financial reward, fee, sponsorship or gain as a result of their participation.
PSYCHOLOGICAL TRAUMA	being a victim of, or an eyewitness to, a criminal act such as, but not limited to kidnap, sexual assault, rape, murder, violent robbery or an act of terrorism . It does not include witnessing such acts via any form of media.
QUADRIPLEGIA	total paralysis of both legs and both arms.
RANSOM MONIES	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.



Word	Definition
RENTAL VEHICLE	a rented sedan, station wagon, hatchback or four-wheel drive (4WD) and other non-commercial vehicle rented or hired from a licensed vehicle rental/hire company for the sole purpose of carrying an insured person on public roadways and does not include any other vehicle or use.
RENTAL VEHICLE EXCESS	the amount you or the insured person are legally liable to pay under the rental vehicle hiring agreement to make an insurance claim if the rental vehicle is involved in an accident or is stolen during the rental period.
RESUMPTION OF JOURNEY EXPENSES	all reasonable and necessary travel expenses incurred in returning the insured person to recommence business activities undertaken on your behalf within ninety (90) days following an insured event under Sections 1 or 3 of the policy , limited to a business class return air flight and other essential travel expenses of the insured person .
SERIOUS INJURY OR SERIOUS SICKNESS	 in respect of the insured person, one which requires treatment by a medical practitioner and which results in the insured person being certified by that medical practitioner as being unfit to travel or continue with their original journey. in respect of the insured person's close relative, business partner, codirector or accompanying travelling companion, bodily injury or sickness certified as being dangerous to life by a medical practitioner and which results in the insured person's discontinuation or cancellation of their original journey.
SICKNESS	any illness, disease or syndrome suffered by the insured person whilst on a
SPOUSE OR PARTNER	journey. the insured person's husband or wife and includes a de-facto and/or life partner of any sex with whom the insured person has continuously cohabited for a period of three (3) consecutive months or more.
TEMPORARY PARTIAL DISABLEMENT	that in the opinion of a medical practitioner , the insured person is temporarily unable to engage in a substantial part of their usual occupation whilst an insured person is under the regular care of and acting in accordance with the instructions or advice of a medical practitioner or medical specialist . If the insured person ceases to be employed by the insured after the date of the bodily injury , then the words 'engage in a substantial part of their usual occupation' are replaced with 'engage in any occupation for which they are suitable given their education, training or experience'.
TEMPORARY TOTAL DISABLEMENT	that in the opinion of a medical practitioner , the insured person is temporarily unable to engage in any part of their usual occupation, whilst the insured person is under the regular care of and acting in accordance with the instructions or advice of a medical practitioner or medical specialist . If the insured person ceases to be employed by the insured after the date of the bodily injury , then the words 'engage in any part of their usual occupation' are replaced with 'engage in any occupation for which they are suitable given their education, training or experience'.
TOOTH OR TEETH	sound, natural permanent teeth and does not include first or milk teeth , dentures, implants and fillings.
TRAVEL DOCUMENTS	the insured person's passports, visas, entry permits, travel tickets or other similar travel documents in the possession or control of the insured person .



Word	Definition
WAR	 war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
	Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
	Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
WE/OUR/US	"Liberty". Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited)
YOU/YOUR	the insured noted on the policy schedule.



General Exclusions

These General Exclusions are applicable to the entire **policy**. In addition to the General Exclusions, Section 1 and Sections 3 to 11, inclusive, contain additional Exclusions that apply specifically within those Sections.

We will not be liable to pay loss, cost or expense arising directly or indirectly from or attributable to:

- 1. an **insured person** engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;
 - b. naval, military or air force activities; or
 - training for or participating in professional sport of any kind unless agreed to us by the issuing of an endorsement;
- 2. intentionally self-inflicted **injury** or suicide of an **insured person**;
- any fraudulent, dishonest, illegal or criminal act committed by the insured or an insured person or any person you or an insured person authorises to carry out such fraudulent, dishonest, illegal or criminal act;

This exclusion only applies to the **insured person(s)** responsible for the fraudulent, dishonest, illegal or criminal act and does not apply to any **insured person(s)** not responsible for such act(s);

- a sexually transmitted or transmissible disease or any infection or virus derived from a sexually transmitted or transmissible disease;
- 5. a **pre-existing condition** if the **insured person** is 90 years of age or older;
- war in Australia or an insured person's country of residence, or any of the following countries: Afghanistan, Iraq, Israel, Somalia or Sudan;
- 7. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- a refusal by the **insured** or the **insured person** and/or their representatives to follow the reasonable instructions and directions of Liberty or Liberty Global Emergency Assistance;

- any claim where the payment of any benefit or amount would be in contravention of any Medicare or private health insurance laws or regulations in Australia including the Health Insurance Act 1973 (Cth), National Health Act 1953 (Cth), Private Health Insurance Act 2007 (Cth) and Private Health Insurance (Health Insurance Business) Rules, Private Health Insurance (Prudential Supervision) Act 2015 (Cth); the Medicare Australia Act 1973, or any successor or amending legislation or regulations;
- 10. any claim that would result in **us** contravening any workers' compensation legislation, transport accident legislation, any government sponsored fund, plan or medical benefit scheme;
- 11. any other insurance policy required to be effected by or under law;
- 12. a bed care patient being confined in an institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for care or treatment of alcoholics or drug addicts;
- 13. amounts recoverable by the **insured** and/or the **insured person** from any other source.



General Conditions

These General Conditions are applicable to the entire **policy**. In addition to the General Conditions, Sections 1 to 7, inclusive, and Sections 9, 10 and 12 have additional Conditions that apply specifically within each Section.

Age Limits

In respect of all sections of the **policy**, if the **insured person** has attained the age of 90 years, there is no cover available for any **pre-existing conditions**.

There are some age limit variations within Section 5 of the **policy**. These can be found on the following pages:

- Personal Accident and Sickness Page 32
- Loss of Life Benefit Page 36

Aggregate Limits of Liability

Except as provided below, **our** total liability for all claims arising under Section 5, Personal Accident and Sickness, in respect of any one **accident** or series of **accidents** arising out of any one occurrence during the **policy period**, shall not exceed the sum insured shown on the **policy schedule** for Personal Accident and Sickness for Any One Occurrence.

Our total liability for all claims arising under Section 5, Personal Accident and Sickness in respect of any one **accident** or series of **accidents** arising out of any one occurrence during the **policy period**, relating to air travel in aircrafts whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the sum insured shown on the **policy schedule** for Personal Accident and Sickness for Non-Scheduled Flying.

Our total liability for all claims arising under Section 9, Kidnap, Ransom and Extortion in respect of any one **policy period** shall not exceed the sum on the **policy schedule** for Kidnap, Ransom and Extortion.

Our total liability for all claims arising under Section 10, Extra Territorial Workers Compensation in respect of any one **policy period** shall not exceed the sum insured on the **policy schedule** for Extra Territorial Workers Compensation.

Our total liability for all claims arising under Section 12, Worldwide Search and Rescue, in respect of any one policy period shall not exceed the sum insured on the policy schedule for Worldwide Search and Rescue.

Subject at all times to General Exclusion 6 **our** total liability for all claims arising from **war** in respect of any one **policy period** shall not exceed the sum insured on the **policy schedule** for War/Civil War.

Alteration of Risk

If you make any changes, or become aware of any changes, that are likely to increase the risk of a claim under this policy, you must tell us as soon as you become aware of the changes.

Amendments to the policy

We will consider making amendments to this **policy** following a request from the **insured**. No other party who may benefit from this **policy** may request any **policy** amendment.

If we agree to make an amendment, we shall issue an endorsement.

Breach of Applicable Sanctions, Laws or Regulations

We will not provide any cover, pay any claim or provide any benefit under this policy if by doing so, we, our parent company or its ultimate controlling entity may be, or are, exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, the United Kingdom, the United States of America or other applicable jurisdiction.



Cooling-Off Period

You can contact us by phone, email or mail to cancel your insurance cover within 21 days of the date your policy cover commences ("cooling off period"). Provided a claim has not been made on the policy, we will refund the premium paid in accordance with Insurance legislation.

You are also entitled to cancel **your** insurance cover after the cooling off period. Please refer to the section "Cancelling Your Policy Before it Expires" to understand **your policy** cancellation rights.

Cancelling Your Policy Before it Expires

By you

You may cancel this **policy** at any time by notifying **us** by phone, email or mail. The cancellation will take effect from 4:00pm on the day **we** receive **your** notice of cancellation or such time as may be otherwise agreed. If **you** cancel the **policy** outside the cooling off period, **we** will refund the unexpired portion of the **premium**. However, **we** will not refund any **premium** if **we** have paid a claim or benefit to **you** under the **policy**.

By us

We may cancel the **policy** in accordance with the provisions of the *Insurance Contracts Act 1984*. If we cancel this **policy** outside the cooling-off period, **you** will be refunded the unexpired portion of the **premium**, less any non-refundable government taxes and charges. If we cancel your **policy** due to fraud, we will not refund any money to **you**.

Cessation of cover

Cover in respect of an **insured person** will end on the earlier of:

- the date the insured person no longer meets the criteria for an insured person set out in the policy schedule;
- 2. the end of the policy period; or
- when this policy is cancelled by you at your request or by us pursuant to the Insurance Contracts Act 1984 (Cth).

Cover under more than one policy with us

Where an **insured person** is covered under another policy of insurance with **us** in respect of the same benefits as provided under this **policy**, **we** shall only pay the **benefit** once and the amount so paid shall be the higher of the two policy limits applicable.

Currency

All amounts shown are in Australian dollars. If **you** or an **insured person** incur expenses in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained. All claims will be paid in Australian dollars.

Electronic Communications General Condition

It is hereby understood and agreed that **we** may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act 1984 (Cth) or otherwise.

Medical Examinations

We will be allowed to have any **insured person** medically examined.

We shall provide reasonable notice of this and these will be carried out at **our** expense.

Other Insurance

In the event of a claim, the **insured** and/or **insured person** must advise **us** as to any other known insurance policies that may be available to pay or partially pay that claim.

Precautions

The **insured** and/or **insured person** must take all reasonable care to prevent or minimise damage, injury, liability, loss, **accident** or **sickness**, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

Proper Law and Jurisdiction

The construction, interpretation and meaning of the provisions of this **policy** will be determined in accordance with the law of New South Wales, Australia. In the event of any dispute arising under this **policy**, including but not limited to its construction, validity, performance and/ or interpretation, the **insured** and/or **insured person** will submit to the non-exclusive jurisdiction of the courts of New South Wales.

Subrogation

If we make any payment under this policy, then to the extent of that payment, we may exercise any rights of recovery held by the insured or the insured person. The insured and the insured person must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.



How to make a Claim

Need to lodge a claim with us?

Claims will be managed by Proclaim Management Solutions (Proclaim), **our** trusted claims service provider, who is committed to ensuring the claim is handled efficiently, honestly, and fairly.

The completed claim form and all supporting information can be lodged with Proclaim via email, post or eFax.

Please send the details to:

eFax:

Email: <u>ahclaims.au@libertyglobalgroup.com</u>

Phone: 1300 552 446 (within Australia)

+61 3 9660 5200 (outside Australia) 1300 858 329 (within Australia)

+61 2 8551 8681 (outside Australia)

Liberty Specialty Markets, c/- Proclaim Management Solutions, Locked Bag 32012, Collins St East, VIC 8003

Important Information Regarding Claims

Tell us as soon as possible

If an event occurs which may give rise to a claim under this **policy**, it should be reported to **us** as soon as reasonably practicable after such event. Failure to furnish **us** with notice within a reasonably practicable time frame will not invalidate any claim but a failure to do so may result in **us** being prejudiced and may mean **we** can reduce any payments under the **policy** by the amount **we** are prejudiced.

Supporting your claim

In the event of a claim, **you** and/or the **insured person** may be asked to supply some documents or other information or evidence in support of their claim. Such evidence may include, but is not limited to, a claim form, documents to substantiate the **insured person's** earnings and any medical certificates or reports or expenses that relate to the claim.

Investigations

We may need to investigate the circumstances of any claim. If **we** do, **you** and the **insured person** must cooperate fully with **us**. Failure to reasonably cooperate may result in a delay in **our** assessment of the claim or the claim being declined.

To whom do we pay a claim

If the claim relates to the **accidental death** of an **insured person** and **we** have accepted a claim is valid, **we** shall make the payment to:

- any person nominated by the insured person as a beneficiary; or
- you or to whom you direct us to pay.

Payment under Section 5, Part A, Death and Capital Benefits, Event 26 of the Table of Benefits on page 29 shall be paid to the **insured person's spouse or partner**, or to **you** or as directed by **you**.

All other payments will be made as applicable;

- · to suppliers; or
- to the insured person; or
- as directed by you or the insured person.

Fraudulent Claims

If any claim under this **policy** is fraudulent in any respect, or if any fraudulent means or devices are used by **you**, the **insured person**, or anyone acting on **your** or the **insured person**'s behalf to obtain **benefits** under this **policy**, **we** may, subject to law, reduce **our** liability in respect of such claim or may refuse to pay the claim in whole or in part.



Section 1 - Overseas Medical Expenses and Evacuation

What We Cover

If, during the **policy period**, and whilst on an overseas **journey**, an **insured person** suffers **bodily injury** or **sickness we** will pay up to the sum insured shown on the **policy schedule** against Section 1, Overseas Medical Expenses and Evacuation, for the actual, necessary and reasonable **medical and evacuation expenses** incurred for a period of up to twenty-four (24) months from the date of **bodily injury** or **sickness**.

Conditions

In addition to the General Conditions commencing on Page 16 the following Conditions also apply to Section 1:

- expenses are not incurred due to the rendering of a professional service for which a Medicare benefit is payable;
- if you or the insured person believe that any medical expenses to be incurred are likely to exceed \$2,500 Liberty Global Emergency Assistance must be informed by you or an insured person as soon as possible and any instructions they provide must be followed:
- Liberty Global Emergency Assistance will make all decisions as to the means of evacuation transport and/or the destination of repatriation, based solely on medical necessity;
- you, the insured person and/or anyone undertaking arrangements on your or the insured person's behalf must not attempt to resolve issues encountered without first contacting Liberty Global Emergency Assistance or it may prejudice reimbursement of expenses;
- 5. you shall reimburse us for all costs incurred in the event that Liberty Global Emergency Assistance provides emergency medical assistance in good faith to any person not insured under this policy, if a person ought reasonably to have known that the person to whom emergency medical assistance was provided was not insured under this policy; and
- in the event that an insured person is repatriated to their country of residence, we will use the insured person's return air ticket towards our costs.

What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay any expense arising directly or indirectly from or attributable to:

- 1. a journey undertaken:
 - a. against the advice of a medical practitioner; or
 - b. when the **insured person** is unfit to travel; or
 - c. if the purpose of the journey is to enable the insured person to seek medical attention for a pre-existing condition;
- incurred after the period of twenty-four (24) months from the date the insured person suffers a bodily injury or sickness;
- incurred for dental treatment or consultation, ongoing or otherwise, which occurs after the conclusion of the journey during which the need for such dental treatment or consultation first arises;
- costs incurred for non-medical incidental services including but not limited to telephone, television, newspapers and the like, in excess of \$2,250;
- 5. incurred for routine medical, optical or dental treatment or consultation;
- relating to a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
- incurred for any medication or ongoing treatment for a pre-existing condition which the insured person has been advised by their medical practitioner or medical specialist to continue during the journey;
- incurred directly or indirectly as a result of an insured person's terminal condition which was diagnosed prior to the journey commencing; or
- services not approved and arranged by Liberty Global Emergency Assistance, except in the event the insured person, close relative or travelling companion could not notify Liberty Global Emergency Assistance during an emergency for reasons beyond their control.



Section 2 – Liberty Global Emergency Assistance

What Is Provided

If an emergency occurs, medical or otherwise, during a **journey**, an **insured person** has access to Liberty Global Emergency Assistance.

This is an emergency assistance service that an **insured person** can access anytime, without any additional charge to the **insured person**, by calling **+61 2 8907 5604**

Liberty Global Emergency Assistance has a worldwide team of highly skilled assistance personnel including **medical practitioners**, medical professionals and specialist consultants, available 24 hours a day, 7 days a week who can provide services including:

- Medical Assistance with access to experienced registered nurses, registered paramedics and medical practitioners who will help to:
 - locate the nearest suitable medical clinic or facility;
 - arrange hospital admission and monitor medical conditions;
 - arrange emergency transportation evacuation and repatriation;
 - facilitate guarantee of hospital bills and prepayment as required.
- 2. Travel Assistance through an expert in-house travel agency to help with:
 - pre-travel advice and guidance;
 - visa requirements or extensions;
 - replacement of lost or stolen passports, travel documents, credit cards or baggage;
 - missed or cancelled connections;
 - · emergency travel arrangements;
 - access to multilingual operators and interpreters;
 - regular communication to insured person(s) and close relatives and business associates.

- 3. Security Assistance and Intelligence for an **insured person** caught in a catastrophic event including:
 - security evacuation from crisis or troubled zones with on the ground personnel;
 - · natural disaster response;
 - security profiles for cities and countries;
 - locate travellers and recover services;
 - Logistical support for booking of flights and accommodation.



Section 3 – Loss of Deposits, Cancellation, Disruption, Curtailment

What We Cover

Cancellation and Curtailment

If, during the **policy period** and whilst an **insured person** is on a **journey**, **you** or an **insured person** incurs:

- 1. loss of travel and accommodation expenses; or
- reasonable additional travel or accommodation expenses, not including those already budgeted or paid for;

following the necessary alteration, curtailment or cancellation of the **insured person's journey** as a result of:

- the insured person's unexpected death, bodily injury or sickness;
- the unexpected death, serious injury or serious sickness of an insured person's close relative, close business associate or travelling companion; or
- any other unforeseen circumstances outside the control of both you and the insured person but not otherwise excluded under this policy;

we will reimburse you or the insured person the nonrefundable unused portion of travel and accommodation expenses, or the reasonably incurred additional travel or accommodation expenses, up to the sum insured shown on the policy schedule for Section 3, Cancellation and Curtailment.

Loss of Deposits

If, during the **policy period** and prior to the commencement of a **journey**, **you** or an **insured person** incurs loss of pre-paid travel and accommodation expenses following necessary alteration, curtailment or cancellation of the **insured person's journey** as a result of:

- the insured person's unexpected death, bodily injury or sickness;
- the unexpected death, serious injury or serious sickness of an insured person's close relative, close business associate or travelling companion; or

 any other unforeseen circumstances outside the control of both you and the insured person but not otherwise excluded under this policy;

we will reimburse you or the insured person the nonrefundable unused portion of travel and accommodation expenses, paid in advance of a proposed journey, by you or the insured person, or the reasonably incurred additional travel or accommodation expenses to rearrange the journey, up to the amount shown on the policy schedule for Section 3, Loss of Deposits.

If an **insured person** suffers a **bodily injury** and is unable to postpone or cancel their **journey** due to unavoidable pre-arranged commitments, **we** shall reimburse the **insured** or the **insured person** for reasonably and necessarily incurred additional costs for amendments to their travel arrangements, up to a maximum of \$5,000 any one claim.

Alternative Employee/Resumption of Journey

If, during the **policy period** and whilst an **insured person** is on a **journey** on **your** behalf, and **you** incur alternative employee expenses or resumption of **journey** expenses:

- as a direct result of the insured person dying or suffering serious injury or serious sickness; or
- 2. following an event covered under Sections 1 or 3 of this **policy**;

we will reimburse you up to the sum insured shown on the **policy schedule** against Section 3 - Alternative Employee/Resumption of Journey.



Missed Transport Connection

If, during the **policy period** and whilst an **insured person** is on a **journey**, an **insured person** misses a transport connection due to unforeseeable circumstances outside **your** or the **insured person**'s control, and the **insured person** must attend an officially scheduled meeting, conference, sporting event or concert which cannot be delayed, **we** will pay the extra expenses incurred for alternative transportation to enable the **insured person** to attend the officially scheduled meeting or conference, up to the **sum insured** shown on the **policy schedule** for Section 3, Missed Transport Connection.

If the **insured person** is unable to attend the officially scheduled meeting, conference, sporting event or concert due to the missed transport connection and if no alternative transportation was available then **we** shall pay up to \$125 per pre-paid ticket/entry fee per **insured person** to a maximum of \$500 for any one claim in respect of all affected **insured persons**.

Overbooked Flight

If, during the **policy period** and whilst on a **journey**, an **insured person** is denied boarding due to an overbooked airline flight and no alternative transport is made available within eight (8) hours of the scheduled departure time, **we** will reimburse **you** or the **insured person** up to \$5,000, for any resultant direct or indirect expenses, incurred as a consequence of the overbooked flight. The amount payable shall be reduced by any amount reimbursed by the air carrier or any other party.

Delayed Return Home

If, during the **policy period** and whilst on a **journey**, an **insured person's journey** is unexpectedly extended due to any unforeseen circumstances outside of their control, which results in their return home being delayed by more than twenty-four (24) hours, **we** will reimburse the **insured person** for the necessary and reasonable additional costs they incurred as a result of their delayed return up to a maximum of \$2,500.

Such costs to be unrecoverable from any other source including any other Section of this **policy** and excludes any loss of earnings or earnings related costs.

Cruise Diversion Cover

If, during the **policy period** and whilst on a **journey**, an **insured person's** cruise vessel is diverted for the sole purpose to enact a marine rescue, as required by international conventions, **we** will pay the **insured person** \$150 per day for up to 5 days of diversion from the scheduled cruise course. Subject to a maximum payment of \$750 any one claim.

Cruise Scheduling Cover

If, during the **policy period** and whilst on a **journey**, an **insured person's** cruise vessel does not dock at the ports as noted on the **insured person's** itinerary due to inclement weather and/or mechanical breakdown, **we** will pay the **insured person** \$150 each scheduled docking missed up to a maximum payment of \$1,500 any one claim.

Subject at all times to the following:

- a. the insured person supplying a copy of the original itinerary; and
- the insured person supplying a letter from the cruising organisation detailing the reasons for the missed docking.

Lounge Access

If an **insured person** has arrived at an airport to continue their **journey** and their next immediate flight is delayed for a minimum of 90 (ninety) minutes from its expected departure time, **we** shall reimburse the **insured person** for the cost of entry to a paid lounge airside of the airport they are departing from.

The maximum we shall pay will be \$100 per insured person or \$250 per insured person and spouse or partner and dependent children

Subject to:

- a. the insured person not travelling in a class that automatically provides for airline lounge access;
- b. check in formalities must have been completed; and
- there being no previous advice having been received from the airline prior to arrival at the airport that the flight was to be delayed.



Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 3:

- any loss of travel and accommodation expenses purchased through the use of frequent flyer or similar customer loyalty points will be reimbursed at the retail price for that airline ticket at the time it was issued, provided that the loss of such points cannot be recovered from any other source; and
- you and the insured person must keep documents needed in case of a claim, including, but not limited to, receipts, booking confirmations, statements or medical certificates relating to the claim, claim forms and any other relevant documentation which comes into your or an insured person's possession.
- any additional out of pocket expenses such as phone charges, food and the like are limited to a maximum of \$200 per day, to a maximum of \$2,000 per insured person per event.

What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay any expense arising directly or indirectly from or attributable to:

- 1. a journey undertaken:
 - a. against the advice of a $\boldsymbol{medical\ practitioner};$ or
 - b. when the **insured person** is unfit to travel, if the **insured person** ought reasonably to have been aware they were unfit to travel; or
 - c. if the purpose of the journey is to enable the insured person to seek medical attention for a pre-existing condition;
- 2. **serious injury or serious sickness** in respect of any **close relative** having any medical condition:
 - a. being treated by a medical practitioner or medical specialist in the thirty (30) days immediately prior to the journey being booked; or
 - b. for which the close relative had seen a medical practitioner or medical specialist in the thirty (30) days immediately prior to the journey being booked (whether or not a diagnosis has been made); or
 - c. for which the close relative was taking prescribed medication.
- 3. incurred directly or indirectly as a result of an **insured person's** terminal condition which was diagnosed prior to the **journey** commencing; or

- cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been published warnings that such events were likely to occur prior to the date the **journey** was booked;
- 5. carrier caused delays or cancellations where the expenses are recoverable from that carrier;
- any business, financial or contractual obligations of you, an insured person or any travelling companion, close business associate or close relative of the insured person or any other person;
- any change of plans or disinclination on the part of the **insured person** or any other person to undertake the **journey**;
- 8. the refusal, failure or inability of any person, company or organisation, including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal;
- 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;
- 10. additional travel or accommodation expenses which are payable under another Section or **benefit** of this **policy**; or in respect of Alternative Employee/Resumption of **journey** only;
- 11. costs that had already been necessarily paid, budgeted for or incurred by the insured or insured person prior to commencement of a journey, inclusive of return travel costs or ongoing accommodation costs, whether or not purchased at the time of the loss giving rise to a claim under this policy.



Section 4 - Baggage, Money and Other Items

What We Cover

Baggage

If, during the **policy period** and whilst on a **journey**, an **insured person** suffers loss of, damage to or theft of their **baggage** that is travelling with them **we** will pay in respect of such loss or damage up to the **benefit payable** shown on the **policy schedule** against Section 4, Baggage.

Misplaced or Delayed Baggage

If, during the **policy period** and whilst on a **journey**, an **insured person's baggage** that is travelling with them is delayed, misdirected or temporarily misplaced by any transport carrier for more than six (6) consecutive hours, we will pay reasonable expenses incurred by an **insured person** up to \$3,000 for the emergency replacement of clothing and toiletries. In the event the **baggage** is permanently lost, any payment made under this clause shall be deducted from any final claim amount.

Portable Electronic Equipment

If, during the **policy period** and whilst on a **journey**, an **insured person** suffers loss of, damage to or theft of their **portable electronic equipment** that is travelling with them, **we** will pay in respect of such loss or damage up to the **benefit payable** shown on the **policy schedule** for Section 4, Electronic Equipment.

Following a valid claim for **portable electronic equipment** that includes damage to any laptop and/or hard drive or any external drives or memory sticks, notwithstanding Exclusion 3 in this Section, **we** shall pay the necessary and additional costs incurred by the **insured** or the **insured person** for the services of an external person, not a **close relative** or **employee**, to recover the data off the damaged drive. For the avoidance of doubt, recovery of data does not include loss, costs or expenses for damaged and/or unrecoverable electronic data or replacement thereof as per Exclusion 3. The maximum **we** shall pay is \$20,000.

Money and Travel Documents

If, during the **policy period** and whilst on a **journey**, an **insured person** suffers loss of, damage to or theft of their **money** and/or **travel documents** that is travelling with them **we** will pay in respect of such loss or damage up to the **benefit payable** shown on the **policy schedule** for Section 4, Money and Travel Documents.

Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 4:

- the insured person must take all reasonable precautions for the safety and supervision of any baggage, money, travel documents and portable electronic equipment;
- the insured person must report all loss or damage attributable to theft or vandalism to the local police or appropriate authorities as soon as possible after the discovery of the loss, and obtain a written acknowledgement of the report;
- the insured person must report all loss of credit cards, personal cheques, travellers' cheques or travel documents to the issuing authority as soon as possible, and effect appropriate cancellation measures;
- claims must be supported by written confirmation from the transport carrier responsible for deprivation or loss of baggage;
- claims for the purchase of emergency replacement of clothing and toiletries must be supported by receipts for the replacement items;
- 6. in respect of business property held for the purpose of a journey, cover will commence at the time of collection from the insured person's normal place of work or seventy-two (72) hours prior to the commencement of a journey, whichever is the latter, and will continue for seventy-two (72) hours after termination of the journey or until it is returned to the insured person's normal place of work, whichever occurs first:
- 7. in respect of money held for the purpose of a journey, cover will commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of a journey, whichever is the latter, and will continue for seventy-two (72) hours after termination of the journey or until it is deposited at a financial institution, whichever occurs first;



- the benefit payable for which we will indemnify you or the insured person in respect of loss arising from the unauthorised or fraudulent use of business property, baggage, portable electronic equipment, money or travel documents is up to five thousand dollars (\$5,000); and
- 9. the basis of settlement under this Section will be what it would reasonably cost you or the insured person to replace the items and depending on the circumstances of the claim, we may choose to replace, repair or pay the loss in cash.

What We Don't Cover

In addition to the General Exclusions on Page 15 **we** will not be liable to pay loss, cost or expense arising directly or indirectly from or attributable to:

- 1. the excess, in respect of portable electronic equipment only, as noted on the policy schedule;
- 2. damage or loss arising from electrical or mechanical breakdown of any item;
- 3. damage to or replacement of any electronic data or software;
- scratching or breakage of fragile or brittle items due to the negligence of the **insured person**. This Exclusion does not apply to accidental damage of bicycles, photographic or video equipment, binoculars, spectacles or contact lenses;
- damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
- baggage, money, travel documents and portable electronic equipment shipped under any freight agreement, or items sent by postal or courier services;
- 7. depreciation or devaluation of currency;
- 8. confiscation or destruction by Customs or any other authorities;
- amounts recoverable by you and/or the insured person from any other source (with the exception of other insurance);
- any contractual obligations in relation to portable electronic equipment;

- 11. theft or attempted theft which occurs while **portable electronic equipment** is unattended other than when
 securely locked inside a building or securely locked
 out of sight inside a motor vehicle (unless in
 circumstances where **you** and/or the **insured person**has no option other than to leave the **portable electronic equipment** unattended due to an
 emergency medical, security or evacuation situation);
 or
- 12. loss or damage which occurs whilst **portable electronic equipment** or **business property** is carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless accompanied by an **insured person** as personal cabin luggage.

If you and/or the insured person is prohibited from carrying the portable electronic equipment or business property as personal cabin luggage, Exclusion 12 shall not apply. Where the insured person is so prohibited, the portable electronic equipment or business property must be securely locked away within the insured person's checked in luggage.



Automatically Included Benefits

The following additional **benefits** are automatically included within **your policy** but are subject to all terms, Exclusions and Conditions contained within the **policy**.

Identity theft benefit

Should an **insured person**, whilst on a **journey** and during the **policy period**, be a victim of identity theft as a result of the theft of documents **we** will pay the **insured person** for actual and reasonable legal and other expenses necessarily incurred, with **our** consent, up to \$50,000 any one **insured person** with an annual aggregate maximum of \$250,000 for:

- pursuing closure of, accounts, credit facilities or other facilities or commitments;
- resubmitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of identity theft;
- notarising affidavits or other similar documents, amending or rectifying records (including challenging the accuracy and/or completeness of an insured person's credit report) in regard to the insured person's true name or identity as the result of identity theft:
- defending any suit brought against the insured person by a creditor or collection agency or any 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;
- removing any civil judgment wrongfully entered against the **insured person** as a result of identity theft; or
- 6. income of the insured person lost by the insured or the insured person as a result of the insured person having to take time off work to complete 1 through 5 above, to a maximum of \$350 per day for a period of no more than 50 business days.
 - For the purposes of this Additional Benefit, identity theft means the theft of personal data or documents relating to an **insured person**(s) identity which results in their fraudulent use to obtain money, goods or services.



Section 5 – Personal Accident and Sickness

What We Cover

What We Cover		
If during the policy period, and whilst on a journey, an insured person suffers an accident that directly results in a bodily injury, then we will pay:	Part A – Death and Capital Benefits As per the Table of Benefits commencing on page 28 Part B - Fractured Bones As per the Table of Benefits on page 30 Part C - Loss of Income - Weekly Injury Benefits As per Table of Benefits page 30 Temporary total disablement Temporary partial disablement	subject to: a sum insured being set out against these items on the policy schedule or as indicated within the policy; and the Events, as detailed in the Table of Benefits commencing on page 28 occurring within 12 months of the bodily injury; and the excess period that is noted on the policy schedule.
If during the policy period, and whilst on a journey, an insured person suffers a sickness then we will pay:	Part D - Loss of Income - Weekly Sickness Benefits As per Table of Benefits Page 31 Temporary total disablement Temporary partial disablement	subject to: a sum insured being set out against these items on the policy schedule; and the sickness manifesting itself after the insured person becomes eligible to be insured under this policy; and the Events, as detailed in the Table of Benefits on Page 31, occurring within 12 months of the insured person first seeking treatment from a medical specialist; and any excess period that is noted on the policy schedule.
If during the policy period , and whilst on a journey , an insured person undergoes surgery following an accident or a sickness overseas then we will pay:	Part E - Injury – Surgical Benefits Overseas As per the Table of Benefits on Page 31 Part F - Sickness – Surgical Benefits Overseas As per the Table of Benefits on page 31	subject to: the surgery occurring within 12 months of the accident or sickness.
If during the policy period , and whilst on a journey , an insured person suffers an accident that directly results in a dental injury , then we will pay:	Part G – Dental Injury As per the Table of Benefits on page 32	subject to: the Events as detailed in the Table of Benefits on page 32 occurring within 12 months of the dental injury .



Table of Benefits

Part A - Death and Capital Benefits

Ever	ıts	Benefit Payable
The following Event(s) must occur within 12 months of the date of the		The amounts shown below are a percentage
accio		of the sum insured shown in Part A, Death
		and Capital Benefits on the policy schedule
1.	Accidental death	100%
2.	Permanent total disablement	100%
3.	Permanent paraplegia or quadriplegia	100%
4.	Permanent and incurable paralysis of all limbs	100%
5.	Permanent total loss of sight of one or both eyes	100%
6.	Permanent total loss of use of one or more limbs	100%
7.	Permanent and incurable insanity	100%
8.	Permanent total loss of the lens of:	10076
Ο.		1000/
	a. both eyes	100%
	b. one eye	60%
9.	Permanent total loss of hearing of:	1000/
	a. both ears	100%
	b. one ear	50%
10.	Burns:	
	a. third degree burns and/or resultant disfigurement which	50%
	covers more than twenty percent (20%) of the entire	
	external body	
	b. second degree burns and/or resultant disfigurement which	25%
	covers more than twenty percent (20%) of the entire	
	external body	
11.	Permanent total loss of use of four fingers and thumb of	80%
	either hand	
12.	Permanent total loss of use of four fingers of either hand	50%
13.	Permanent total loss of the thumb of either hand:	
	a. both joints	40%
	b. one joint	20%
14.	Permanent total loss of use of fingers of either hand:	
	a. three joints	15%
	b. two joints	10%
	c. one joint	5%
15.	Permanent total loss of use of toes of either foot:	
	a. all – one foot	15%
	b. great – both joints	5%
	c. great – one joint	3%
	d. other than great – each toe	1%
16.	Complete fracture of the leg or kneecap with established	10%
	non-union	
17.	Loss of at least fifty percent (50%) of all sound and natural	1% to a maximum of \$10,000 in total
-	teeth , including caped or crowned teeth , but excluding first	
	teeth and dentures	
18.	Shortening of leg by at least five centimetres (5 cm)	7.5%
	(0 om/	🗸 / 🗸



Part A – Death and Capital Benefits - continued

_		
Even		Benefit Payable
	ollowing Event(s) must occur within 12 months of the date of the	The amounts shown below are a percentage
accid	ent.	of the sum insured shown in Part A, Death and
		Capital Benefits on the policy schedule
19.	Permanent partial disablement not otherwise provided for	Such percentage of the amount shown in
	under events 8 to 18.	Part A – Death and Capital Benefits on the
		policy schedule as we reasonably
		determine, following consultation with
		medical specialists, provided always that
		such percentage is not inconsistent with the
		percentages set out under events 8 to 18.
		The amount payable under Event 19
		Permanent partial disablement is up to
		\$250,000.
20.	Permanent total loss of:	
	a. use or surgical removal of two kidneys	75%
	b. use or surgical removal of one kidney	30%
	c. use or surgical removal of spleen	24%
	d. use or surgical removal of liver	70%
	e. use or surgical removal of male or female sexual organs	40%
	f. use or surgical removal of both breasts	40%
	g. use or surgical removal of one breast	6% 40%
	h. use or surgical removal of two testiclesi. use or surgical removal of one testicle	40% 6%
	j. sexual function	45%
	·	
Even		Benefit Payable
	ollowing Event(s) must occur within 12 months of the date of the	The amounts shown below are a lump sum
accid		payment following an accident
21.	Premature childbirth (prior to 26 weeks gestation) or	\$5,000
20	miscarriage	¢25,000
22.	Emergency cash advance following accidental death	\$25,000
23.	Aggravated assault whilst on a plane, or in a motor vehicle	\$5,000 10% of the benefit payable for Events 2
24.	Medically necessary cosmetic surgery after a valid claim for	
25	Events 2 through 20 Terrorism – after a valid claim under Events 2 through 9 as	through 20 to a maximum of \$20,000
25.	<u> </u>	
	caused by an act of terrorism:	\$20,000
	a. per person	\$20,000
	b. aggregate per policy period	
Even		Benefit Payable
	ollowing Event must occur within 12 months of the date of	The amounts shown below are the maximum
death		amounts we shall reimburse following
00		reasonably incurred costs
26.	Funeral expenses following death howsoever caused	Up to \$50,000



Part B - Fractured Bones

Events The following Event(s) must occur within 12 months of the date of the accident.		Benefit Payable The amounts shown below are a percentage of the sum insured shown in Part B, Fractured Bones on the policy schedule.
27.	Neck, skull or spine	
	a. complete fracture	100%
	b. other fracture	30%
28.	Hip – complete fracture and other fracture	75%
29.	Jaw, pelvis, leg, ankle or knee	
	a. complete fracture	50%
	b. other fracture	20%
30.	Cheekbone or shoulder – complete fracture and other	30%
	fracture	
31.	Arm, elbow, wrist or ribs	
	a. complete fracture	25%
	b. other fracture	10%
32.	Nose or collar bone – complete fracture and other fracture	20%
33.	Finger, thumb, foot, hand or toe – complete fracture and other fracture	10%

Part C - Loss of Income - Weekly Injury

Events The following Event(s) must occur within 12 months of the date of the accident.	Benefit Payable This cover is only provided if a sum insured is set out for Section 5, Part C, Loss of Income - Weekly Injury Benefit on the policy schedule.
Temporary total disablement	Up to the sum insured set out on the policy schedule but not exceeding the percentage of income shown on the policy schedule .
Temporary partial disablement	Up to the amounts shown on the policy schedule but not exceeding the percentage of income shown on the policy schedule , less any amounts payable to the insured person as a result of their working in a reduced capacity.
	If the insured person chooses not to return to work with the insured in a reduced capacity following clearance by their medical practitioner , then any payment will be limited to 25% of Section 5, Part C, Weekly Injury Benefit as shown on the policy schedule .



Part D - Loss of Income - Weekly Sickness

Events The following Event(s) must occur within 12 months of the date of the sickness.	Benefit Payable This cover is only provided if a sum insured is set out for Section, 5, Part D, Loss of Income - Weekly Sickness on the policy schedule.
Temporary total disablement	Up to the amounts shown on the policy schedule but not exceeding the percentage of income shown on the policy schedule .
Temporary partial disablement	Up to the amounts shown on the policy schedule but not exceeding the percentage of income shown on the policy schedule, less any amounts payable to the insured person as a result of their working in a reduced capacity.
	If the insured person chooses not to return to work with the insured in a reduced capacity following clearance by their medical practitioner , then any payment will be limited to 25% of Section 5, Part D, Weekly Sickness Benefit as shown on the policy schedule .

Part E - Injury - Surgical Benefits Overseas

Events The following Event(s) must occur within 12 months of the date of the accident.	Benefit Payable The amounts shown below are a lump sum payment following an accident overseas.
34. Craniotomy	\$20,000
35. Amputation of a limb	\$20,000
36. Fracture of a limb requiring open reduction	\$10,000
37. Dislocation of a joint requiring open reduction	\$5,000
38. Any other surgical procedure carried out under a general anaesthetic	\$1,000

Part F – Sickness – Surgical Benefits Overseas

Events The following Event(s) must occur within 12 months of the date of the sickness.	Benefit Payable The amounts shown below are a lump sum payment following a sickness overseas.
39. Open heart surgical procedure	\$20,000
40. Brain surgery	\$20,000
41. Abdominal surgery carried out under general anaesthetic	\$10,000
42. Any other surgical procedure carried out under a general anaesthetic	\$1,000



Part G - Dental Injury

Events The following Event(s) must occur within 12 months of the date of the accident.	Benefit Payable The amounts shown below are a lump sum payment following an accident overseas.
43. Total loss of a tooth	\$500 per tooth up to a maximum of \$10,000
	any one claim.
44. Tooth chipping	\$250 per tooth up to a maximum of \$5,000
	any one claim.

Special Age Limit Provisions

Applicable only to Section 5 – Personal Accident and Sickness

- 1. If, at the time of a loss, the **insured person** is aged eighty (80) years or over and under ninety (90) years:
 - a. Part A Death and Capital Benefits is limited to a maximum of \$250,000 or as otherwise shown on the policy schedule, whichever is the lesser; and
 - b. Part A Death and Capital Benefits Event 2

 Permanent total disablement is limited to a benefit payable of \$50,000; and
 - there is no benefit payable under Part C, Loss of income Weekly Injury, Part D, Loss of Income Weekly Sickness, Part E, Injury Surgical Benefits Overseas or Part F, Sickness Surgical Benefits Overseas;
- 2. If, at the time of a loss, the **insured person** is aged ninety (90) years or over:
 - a. Part A, Death and Capital Benefits is limited to a maximum of \$50,000 or as otherwise shown on the **policy schedule**, whichever is the lesser; and
 - there is no benefit payable in respect of Part A,
 Death and Capital Benefits, Event 2, Permanent total disablement:
 - there is no benefit payable under Part C, Loss of income Weekly Injury; Part D, Loss of income Weekly Sickness; Part E, Injury Surgical Benefits Overseas; or Part F, Sickness Surgical Benefits Overseas.
- 3. If, at the time of a loss, the **insured person** is aged under 18 years of age:
 - a. Part A, Death and Capital Benefits Event 1 is limited to 10% of the limit shown on the policy schedule or \$25,000, whichever is the lesser;
 - b. Part A, Death and Capital Benefits, Events 2-21 is limited to \$250,000 or as otherwise shown on the **policy schedule**, whichever is the lesser.

Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 5:

 The amount of the benefits payable for Part C, Loss of Income - Weekly Injury or Part D, Loss of Income -Weekly Sickness as set out on the policy schedule will be paid monthly in arrears.

Notwithstanding Condition 1 above, if the **insured person's** treating **medical practitioner** certifies that the period of **temporary total disablement** shall be at least 26 weeks, **we** shall pay the first 12 weeks immediately, subject to the **benefit period** noted on the **policy schedule** exceeding 12 weeks;

Any **benefits payable** for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly **benefit** for each day during which disablement continues;

- After a valid claim for Part A, Death and Capital Benefits, Events 2 to 8(a) all cover with respect to that insured person under Part A, Death and Capital Benefits will cease.
- 3. If as a result of bodily injury, the insured person is entitled to any benefit under Part C, Loss of Income Weekly Injury or Part D, Loss of Income Weekly Sickness Benefits and subsequently becomes entitled to a benefit amount under the Table of Benefits on page 28 for Event 2, 3 or 4, all benefits payable for Part C, Loss of Income Weekly Injury Benefit and/or Part D, Loss of Income Weekly Sickness Benefits will cease from the date of such entitlement.

However, any **benefit payable** for Part A, Death and Capital Benefits, Events 1 to 21 will be paid in addition to any **benefit** already paid for under Part C, Loss of Income - Weekly Injury Benefits in respect of the same **bodily injury**.



- 4. Where an insured person claims benefits in respect of Part C, Loss of Income - Weekly Injury or Part D, Loss of Income - Weekly Sickness, the insured person agrees upon our written request to:
 - a. participate and co-operate with us in establishing and following a plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
 - b. provide us with any medical reports that are relevant to Part C - Loss of Income - Weekly Injury or Part D - Loss of Income - Weekly Sickness or relevant to a plan to achieve or expedite their return to their usual occupation;
 - c. consent to their treating medical practitioner, their employer, us or service providers that we nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
 - d. undertake reasonable medical investigations or attend medical examinations as requested by **us**;
- 5. We shall not pay any payment under Part C, Loss of Income - Weekly Injury or Part D, Loss of Income -Weekly Sickness that exceeds the total benefit period stated in the policy schedule in respect of any one bodily injury or sickness or disease;
- 6. Under this Section, **we** shall not pay more than one (1) of Events 34 to 38, or Events 39 to 42 arising from the same surgery;
- 7. No benefit will be payable for Part C, Loss of Income Weekly Injury or Part D, Loss of Income Weekly Sickness in respect of any one bodily injury or sickness or disease at all unless the insured person shall as soon as possible after the happening of a bodily injury or sickness or disease giving rise to a claim, procure and follow proper medical advice from a medical practitioner;

- B. If an insured person makes a claim under Part C, Loss of Income Weekly Injury or Part D, Loss of Income Weekly Sickness as a result of bodily injury or sickness, and whilst during the policy period the insured person suffers from the same or an associated cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the insured 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;
- The benefit payable under Part C, Loss of Income -Weekly Injury or Part D - Loss of Income - Weekly Sickness will be reduced by:
 - a. the amount of any periodic compensation paid under any workers' compensation legislation or transport accident legislation or any legislation having a similar effect; and
 - b. the amount of any sick leave paid or, at the discretion of the **insured**, sick leave entitlement;
 - so as to limit the total of all such **benefits** and entitlements to the lesser of the **insured person's income** or the **benefit payable** shown on the **policy schedule**;
- 10. If the benefit payable with respect to Section 5, Part A, Death and Capital Benefits, Events 1 to 21 is salary linked, the actual benefit payable for an insured person who is not in receipt of a salary will be limited to the lesser of the benefit payable stated in the policy schedule or \$250,000;
- 11. All benefits shall cease in respect of Part C, Loss of Income - Weekly Injury or Part D, Loss of Income -Weekly Sickness if an insured person:
 - a. fails to comply with our requests for further medical assessments or fails to attend any rehabilitation programmes we request;
 - b. retires or stops actively seeking work;
 - c. is cleared to return to their normal occupation regardless of whether the work is available or not;
 - d. accepts early retirement or voluntary redundancy unless it is as a direct result of a disablement that is subject to a valid claim under this **policy**.



What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, costs or expenses arising directly or indirectly from or attributable to:

- cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of bodily injury to or sickness suffered by the insured person):
- claim for more than one of Section 5, Part A, Death and Capital Benefits, Events 1 to 20 in respect of the same bodily injury;
- any claim for more than one **benefit** for Section 5, Part C, Loss of Income - Weekly Injury or Section 5, Part D, Loss of Income - Weekly Sickness that occur at the same period of time;
- 4. any claim that exceeds the Special Age Limit Provisions of Section 5 as noted on page 32;
- any claim for Section 5, Part C, Loss of Income -Weekly Injury or Section 5, Part D, Loss of Income -Weekly Sickness with respect to any **sickness** or disease which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising there from;
- any claim where the insured or the insured person undertook a journey against the advice of a medical practitioner or refused to follow a medical practitioner's advice or instructions.

Automatically Included Benefits

The following additional **benefits** are automatically included within **your policy**. Subject to all terms, Exclusions and Conditions contained within the **policy**.

Accommodation and Transport Expenses

If during the **policy period**, and whilst on a **journey**, an **insured person** is admitted as an in-patient of a hospital, due to a **bodily injury** or **sickness**, which is more than 100 kilometres from the **insured person's** normal place of residence, **we** will pay the actual and reasonable transport and/or accommodation expenses incurred by their **spouse or partner** and/ or **dependent children** to travel to or remain with the **insured person** up to \$10,000.

Bed care benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** sustains a **bodily injury** or **sickness** for which **benefits** are payable under Section 5, Personal Accident and Sickness and becomes a **bed care patient** outside Australia, **we** will pay \$400 per day for each day an **insured person** remains a **bed care patient** beginning with the second day of confinement.

The maximum period **we** shall pay is 60 days.

Childcare benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Section 5 - Personal Accident and Sickness Events 2 to 7, 8(a) or 9(a), **we** will pay the **insured person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$5,000 any one claim.

Subject at all times that this **benefit** is only payable in respect of any additional childcare provider costs that would not otherwise have been incurred.



Coma benefit

If during the policy period, and whilst on a journey, an insured person sustains a bodily injury or sickness which directly causes or results in the insured person being in a state of continuous unconsciousness and the insured person or their legal representative provide us with a medical practitioner's certificate that verifies that the direct cause of the continuous unconsciousness was the bodily injury, we will pay the insured person or the insured person's spouse or partner or their legal representative \$2,100 for each week that an insured person remains in a state of continuous unconsciousness.

The maximum period we shall pay is 15 weeks.

A daily rate of one seventh (1/7th) of the weekly **benefit** will be paid where an **insured person** remains in a state of continuous unconsciousness for less than seven (7) days.

Community Benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** suffers **accidental death**, **we** shall, at the direction of the executor or administrator of the **insured person's** estate, pay \$10,000 to a charity of choice in the **insured person's** name.

Company image benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** suffers **bodily injury** which results in **accidental death** or **permanent total disablement** under Section 5, Personal Accident and Sickness, **we** will pay to the **insured** up to \$20,000 for the actual and necessarily incurred external costs (as **we** agreed prior to incurring) for the engagement of independent image consultants, public relations consultants and/or media partners, to help protect and/or positively promote the **insured's** brand or image.

Costs must be incurred within 31 days of an event giving rise to a claim under Section 5. Furthermore, if it arises that there is not a valid claim under this Section, the **insured** provides an undertaking to return any payments to **us**.

Concussion Benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** is diagnosed by their **medical specialist** as having suffered from a **concussion** arising directly from a **bodily injury**, **we** shall pay the **insured person** \$2,500. The maximum amount **we** shall pay in any one **policy period** for any **insured person** for this benefit is \$5,000.

Dependent child benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** suffers **bodily injury** which results in **accidental death** within 12 months under Section 5, Personal Accident and Sickness, **we** will pay to the **insured person's spouse or partner** or legal personal representative of the **insured person's** estate, \$10,000 per **dependent child**, subject to a **benefit payable** per family of up to \$30,000.

Disappearance

If during the **policy period**, and whilst on a **journey**, the body of an **insured person** is not found within twelve (12) months after an **accident** involving the **conveyance** in which they were travelling, **accidental death** will be presumed in the absence of any evidence to the contrary. The **accidental death benefit** amount set out under Section 5 – Personal Accident and Sickness Table of Benefits on page 28, Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the **insured person** is subsequently found alive, such **accidental death benefit** amount will be refunded to **us**.

Domestic help benefit

If during the policy period, and whilst on a journey, an insured person sustains a bodily injury and a medical practitioner certifies that the insured person is unable to carry out their normal household duties, we will pay the actual and reasonable costs incurred of hiring domestic help up to \$500 per week, provided that the domestic help is not carried out by the insured person's close relatives nor a person permanently residing with the insured person.

The maximum period **we** shall pay is 26 weeks.

A daily rate of one seventh (1/7th) of the weekly **benefit** will be paid where an **insured person** requires domestic help for less than seven (7) days.

Subject at all times that this **benefit** is only payable in respect of additional costs that would have not otherwise been incurred.

Education benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** suffers **accidental death** under Section 5, Personal Accident and Sickness, **we** will pay up to \$10,000 on behalf of each surviving **dependent child** per claim to each **dependent child**'s school or university for fees incurred, subject to a **benefit payable** per family of up to \$30,000.



Escalation of claim benefit

Subject to renewal of this **policy** and payment of the **premium**, after payment of a **benefit** under Section 5, Personal Accident and Sickness, Part C, Loss of Income - Weekly Injury or Part D, Loss of Income - Weekly Sickness, continuously for twelve (12) months and again after each subsequent period of twelve months during which a **benefit** is paid, the **benefit** will be increased by a compound rate of 5% per annum.

Exposure

If during the **policy period**, and whilst on a **journey**, an **insured person** is exposed to the elements as a result of an **accident** and suffers from any of the Events 1 through 22, stated under Section 5 - Personal Accident and Sickness as a direct result of that exposure within twelve (12) months of the **accident**, the **insured person** will be deemed for the purposes of this **policy** to have suffered a **bodily injury** on the date of the **accident**.

Financial planning benefit

Following a valid claim under Section 5, Personal Accident and Sickness, Events 1 to 7, 8(a) or 9(a), we will reimburse the insured person or the insured person's spouse or partner or estate for the actual and reasonable costs, up to the maximum amount of \$10,000, for professional financial planning advice provided by a qualified financial planner within six (6) months after the date of the event.

Subject at all times to the qualified financial planner not being related to the **insured person** or **spouse or partner** by blood or by marriage, or otherwise residing with the **insured person**.

Loss of life benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** aged eighteen (18) years or over but under seventy-five (75) years at the time of the loss dies solely and directly as the result of the following specified sicknesses:

- 1. myocardial infarction (heart attack); or
- 2. cardiac arrest, or
- 3. cancer; or
- 4. dementia or Alzheimer's disease; or
- 5. pulmonary embolism; or
- 6. asthma, tuberculosis, cystic fibrosis, pneumonia, influenza; or
- 7. stroke; or
- 8. malaria; or
- 9. dengue fever; or
- 10. rabies

which first manifested itself and became apparent after the commencement of the **journey**, **we** will pay \$50,000, provided that the **policy period** does not exceed twelve (12) months and the specified sickness and/or death was not directly or indirectly caused by

- 1. any General Exclusion, as noted on Page 15, or:
- the journey is within the insured person's country of residence or where the journey did not originate from Australia or New Zealand.

Membership benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** suffers a **bodily injury** which results in a **benefit** being paid under Section 5, Personal Accident and Sickness:

- a. Events 1 to 7, 8(a) or 9(a); or
- Section 5, Part C, Loss of Income Weekly Injury, for which a medical practitioner or medical specialist certifies in writing will continue for a minimum period of twenty-six (26) weeks; and

it is certified by a **medical practitioner** or **medical specialist** as preventing the **insured 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 **insured person** a prorata refund of such fees paid for the current season up to a maximum of \$2.500.

Modification benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Section 5, Personal Accident and Sickness, Events 2, 3 or 4, **we** will pay up to \$15,000 for costs necessarily incurred to modify the **insured person's** home and/or motor vehicle, and/or costs associated with relocating the **insured person** to a more suitable home, provided that medical evidence is given to **us** from a **medical practitioner** certifying the modification and/or relocation is necessary.

Non-accompanying spouse or partner benefit

If during the **policy period**, and whilst an **insured person** is on a **journey**, the non-accompanying spouse or partner of the **insured person** suffers accidental **death**, we shall pay the **insured person** \$30,000.



Orphan benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** and their **spouse or partner** suffer **accidental death** as a result of the same **accident**, **we** will pay to the **insured person's** estate or the guardian of the **dependent children** under Section 5, Personal Accident and Sickness \$10,000 for each surviving **dependent child** subject to a **benefit payable** per family of up to \$30,000.

Rescue Benefit

If a person, (rescuer) who is not an insured person or a member of an emergency services organisation, sustains a bodily injury that results in Part A, Death and Capital Benefits Events 1, 2, 3 or 4 and that bodily injury arises out of or in the course of rescuing or assisting the insured person(s) on a journey during the policy period (rescue), we shall pay, at the request of the insured only, \$25,000 to that rescuer (or their executor or estate administrator in the event of their death) provided always that the maximum amount we will pay under this benefit is \$100,000 in respect of any one claim made in respect of that rescue.

Spouse or partner employment training benefit

If an **insured person** sustains a **bodily injury** whilst on a **journey** which results in a valid claim under Section 5, Personal Accident and Sickness, Events 1, 2, 3, 4 or 5, **we** will reimburse an **insured person's spouse or partner** up to \$20,000 for the actual costs incurred for training or retraining the **insured person's spouse or partner**:

- for the sole purpose of obtaining gainful employment;
- 2. to improve their potential for employment; and/or
- 3. to enable them to improve the quality of care they can provide to the **insured person**,

provided that:

- a. in respect of 1. or 2. of this Employment Training Benefit, the **spouse or partner** has not attained the age of eighty (80) years of age at the commencement of the training; and
- b. the training is provided by a recognised institution with qualified skills to provide such training.

This benefit only applies if the spouse or partner incurs the costs within twenty-four (24) months following the date of the insured person's accidental death or permanent total disablement.

Staff recruitment benefit

If it appears there is likely to be a valid claim under Section 5, Part A, Death and Capital Benefits, Events 1 through 5 as detailed in the Table of Benefits on page 28, we shall pay up to \$10,000 to you for actual costs incurred within 60 days of the accident occurring for the recruitment of additional staff for the continuation of the insured's business.

Student tutorial benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** sustains a **bodily injury**, and at the time is a registered full-time student and a **medical practitioner** certifies that the **insured person** is unable to attend classes, **we** will pay the actual costs incurred for home tutorial services up to \$500 per week for a maximum of 26 weeks.

Subject at all times that the tutorial service is not carried out by the **insured person's close relative** nor a person permanently residing with the **insured person**.

Transportation benefit

If we pay a valid claim under Section 5, Part C, Loss of Income - Weekly Injury or Section 5, Part D — Weekly Sickness, and we receive advice from the insured person's treating medical specialist that the insured person is unable to operate a motor vehicle or travel on any form of other transport, we shall reimburse the insured person for the necessarily incurred costs for the hire of a chauffeured vehicle to transport the insured person directly from their normal place of residence to their normal place of work. The maximum we shall pay is \$2,500.

Tuition benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Section 5 - Personal Accident and Sickness, Events 2, 3 or 4, or Part C, Loss of Income-Weekly Injury, **we** will pay up to \$10,000 for costs necessarily incurred for tuition or advice for the **insured person** from a licensed vocational school, provided such tuition or advice is undertaken with **our** prior written agreement and that medical evidence is presented from a **medical practitioner** or **medical specialist** certifying the tuition or advice is necessary.



Section 6 - Rental Vehicle Excess

What We Cover

If, during the **policy period** and whilst on a **journey**, an **insured person** rents or hires a **rental vehicle**:

- we will reimburse you or the insured person for the rental vehicle excess which you or the insured person become liable to pay under a comprehensive motor insurance policy, up to the sum insured in the policy schedule for Section 6, Rental Vehicle Excess, if the rental vehicle is stolen, damaged or involved in a collision whilst under the control of the insured person during the rental period; and
- we will reimburse you or the insured person for towing expenses up to \$1,000 if the rental vehicle is unable to be driven due to an accident or mechanical failure, or a medical specialist deems the insured person unable to drive due to bodily injury or sickness; or
- we will reimburse the insured person in the event the insured person uses their personal motor vehicle for the business of the insured:
 - a. the prescribed excess paid under the insured person's comprehensive motor vehicle policy in respect to the loss or damage to the insured person's personal motor vehicle or the actual costs paid for any repairs to the vehicle should they be less than the prescribed excess applicable and which is not legally recoverable from any other source.
 - any substantial cumulative loss of any no claim allowance not otherwise recoverable occurring as a result of the loss or damage to the insured person's personal motor vehicle;
 - c. the cost of hiring a similar motor vehicle in the event that the **insured person** has lost total use of their personal motor vehicle;

The maximum amount **we** will pay in respect of any one event involving an **insured person's** personal motor vehicle is up to:

- i. \$5,000 for Section 6, clause 3(a) and 3(b) above as a combined maximum limit; and
- ii. Up to \$500 per week for a maximum of five (5) weeks in respect of Section 6, clause 3(c) above;

- 4. we shall reimburse the actual costs incurred by the insured person for the return of a rental vehicle up to a maximum of \$1,000 if the insured person is unable to fulfil their contractual obligations in returning a rental vehicle due to unforeseen circumstances that give rise to a covered claim under any other Section of this policy; or
- 5. In addition to Section 6, clause 1 above, we will also reimburse the costs of any administrative expenses applied by the licensed motor vehicle rental/hire company in relation to the rental vehicle excess liability, up to a maximum sum insured of two hundred dollars (\$200) for any one insurable event.

Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 6:

- the rental vehicle must be hired from a licensed rental agency and all requirements of the rental agency must be complied with under the hiring agreement; and
- the insured person must effect the compulsory motor vehicle insurance offered by the rental organisation against loss of or damage to the rental vehicle during the rental period. Provided the compulsory motor vehicle insurance has been effected, there is no additional requirement to purchase excess buy back.
- cover under this Section will commence at the time of collection of the **rental vehicle** or 24 hours prior to the commencement of the **journey**, whichever is the latter and will continue until the **rental vehicle** is returned or 24 hours after completion of the **journey**, whichever occurs first.



What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, costs or expenses arising or resulting directly or indirectly from or attributable to:

- 1. any rental vehicle that is not comprehensively insured;
- 2. any use of the **rental vehicle** that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
- the use of the rental vehicle by an insured person not holding a valid license for the country the rental vehicle is being operated in;
- 4. the insured person being in control of a rental vehicle whilst under the influence of alcohol or a drug not prescribed by a medical practitioner 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;
- 5. the illegal or criminal use of a **rental vehicle** by **you** or an **insured person**; or
- the direct operation of the **rental vehicle** other than on a public roadway (whether sealed or unsealed) which is maintained by a local Council, Shire, Government body, regional authority, company or private individual.



Section 7 - Personal Liability

What We Cover

If an **insured person** becomes personally legally liable to pay damages, compensation or legal expenses as a result of causing:

- 1. personal injury, including death, to any other person; or
- 2. loss of or damage to physical property owned by a third party;

and such personal injury or damage is as a result of an accident occurring during the **policy period** and whilst the **insured person** was on a **journey**, **we** will pay the cost of such damages, compensation or expenses, up to the sum insured set out in the **policy schedule** for Section 7, Personal Liability, for any claim or series of claims arising from the one original cause.

In addition to the above, if the **insured person** is required to attend court in connection with an incident that has resulted in a valid claim under this Section, **we** will pay the **insured person** \$150 per day for each day he or she is required to attend court, up to a maximum amount of \$1,500.

Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 7:

- no admission of fault or liability may be made without our prior written consent;
- we will be permitted to take over the settlement of any claim or conduct the defence in the insured person's name:
- we will have full discretion in the handling of all proceedings;
- 4. we may at any time pay to the insured person, in connection with any claim or series of claims arising from the one original cause, the amount shown on the policy schedule as the limits for Section 7, Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled.

Upon such payment being made, **we** will 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 subject to the amount shown on the **policy schedule** as the limits for Section 7, Personal Liability.

What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, cost or expense arising or resulting directly or indirectly from or attributable to:

- personal injury to the **insured person** or any member of the **insured person's** family ordinarily residing with them;
- personal injury to any person which occurs in the course of their employment, service contract or apprenticeship with the insured person;
- loss of or damage to property owned by or in the control of the insured person or any member of the insured person's family ordinarily residing with them;
- loss of or damage to property or personal injury, caused directly or indirectly by, through or in connection with the ownership, use or possession of any mechanically propelled vehicle (with the exception of electronic wheelchairs and golf buggies), aircraft or watercraft;
- personal injury, loss of or damage to property caused by or arising from the **insured person's** business or trade, or from professional advice given by the **insured** person;
- liability assumed under contract unless such liability would have arisen in the absence of such contract;
- exemplary, punitive or aggravated damages, payment of any penalty or fine or multiple portion of any multiplied damages award; or
- 8. expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by you or an insured person or any person acting with you or an insured person, or by any authorised representative of you or an insured person, whether acting alone or in collusion with others. However, this exclusion shall not apply actual or attempted fraudulent, dishonest or criminal acts where you or an insured person have been incorrectly accused of and proven innocent of such acts.



Section 8 – Political Unrest and Natural Disaster Evacuation

What We Cover

If, during the **policy period** and whilst on a **journey**, an **insured person** is in a country that is not their **country of residence**, and:

- officials in that country recommend that certain categories of persons, which categories include the insured person, should leave that country;
- the Australian government, through its Department of Foreign Affairs and Trade, issues a Consular Travel Warning recommendation that certain categories of persons, which categories include the insured person, should leave that country;
- an insured person is expelled or declared persona non grata in that country;
- there is wholesale seizure, confiscation or expropriation of your or the insured person's property, plant or equipment in that country; or
- a natural disaster has occurred in that country, and a state of emergency has been declared necessitating immediate evacuation of the insured person in order to avoid risk of bodily injury or sickness;

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

- to return the insured person to their country of residence or the nearest place of safety using the most reasonably available method of transport, provided that prior approval has been obtained from Liberty Global Emergency Assistance, up to the benefit payable shown on the policy schedule against Section 8, Political Unrest and Natural Disaster Evacuation; and
- Where the insured person is unable to return to their country of residence and provided that prior approval has been obtained from Liberty Global Emergency Assistance, we will also pay for:
 - i. the reasonable accommodation costs for up to twenty-one (21) days; and
 - ii. A meal allowance of \$150 per day for each **insured person**, to a maximum amount of \$4,500; and

3. if it is deemed necessary by us or our security advisers to appoint specialist security personnel to provide assistance for and, if required be deployed to, the insured person due to a serious risk to their personal safety and/or security which is unforeseen and outside of the control of the insured and the insured person, then we will pay for the reasonable and necessary costs and expenses incurred on behalf of the insured or insured person's, up to a maximum of \$50,000.

What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, cost or expense arising directly or indirectly from or attributable to:

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



Section 9 - Kidnap, Ransom and Extortion

What We Cover

If during the **policy period** and whilst on a **journey**, an **insured person** is **kidnapped**, **we** will pay **you**, up to the amount shown on the **policy schedule**, in respect of:

- ransom monies paid by you for a kidnap or extortion occurring during the policy period; or
- loss of ransom monies due to seizure, misappropriation, theft, or destruction, whilst being delivered to a person demanding those monies by anyone who is authorised by you or an insured person to have custody thereof, provided that the kidnap or extortion which gave rise to the delivery is covered under the policy; and
- income paid by you to an insured person or on behalf of an insured person who is the victim of a kidnap up to:
 - a. sixty (60) days after the release of the insured person from a kidnap;
 - b. the confirmed date of the death during the period of the **kidnap** of the **insured person**;
 - c. one hundred and eighty (180) days after **you** receive the last credible evidence that the **insured person** is still alive; or
 - d. five (5) years from the date of the **kidnap**, if the **insured person** has not been released.

In addition to the above, **we** will reimburse **you** up to a maximum of \$50,000 in respect of each and all of the following:

- the reasonable costs of retaining independent consultants with appropriate expertise for the exclusive function of:
 - investigating the kidnap;
 - negotiating the release of the insured person;
 - paying ransom monies; or
 - recovering the insured person,

provided that **we** have given **our** prior written consent to the use of such consultants;

 reasonable payment made by you to a person providing information which leads to the arrest of the individuals responsible for a kidnap or extortion covered under the policy;

- usual and customary transaction or loan costs charged by a financial institution for arranging money to be used for payment of extortion or ransom monies;
- reasonable additional travel and accommodation expenses incurred by you or an insured person as a result of a kidnap or extortion that were not part of the original travel budget;
- 5. travel costs incurred:
 - i. in reuniting the **insured person** with his or her immediate family upon his or her release; and
 - ii. for an **employee** to replace the **kidnap** victim, for the purpose of resuming the original assignment.

Travel costs will be at an economy fare and will be limited to one fare for any one **insured person** and one replacement person in any one **policy period**;

- actual reasonable expenses of a qualified interpreter required by you or an insured person in the event of a kidnap or extortion;
- 7. any other reasonable and necessary expenses incurred by **you** with **our** prior approval in resolving a **kidnap** or **extortion** covered by the **policy**.

Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 9:

 you and each and every insured person will make every reasonable effort not to disclose the existence of this insurance.



What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, cost or expense arising directly or indirectly from or attributable to:

- any loss resulting from the surrender of property, personal belongings or money as the result of a physical face-to-face encounter involving the use of threat or force or physical violence unless such property, personal belongings or money are ransom monies being stored or transported for the purpose of paying an extortion or kidnap demand;
- any loss relating to the kidnap or extortion of an insured person, where the insured person is a permanent resident of, or has voluntarily stayed for more than one hundred and eighty (180) consecutive days in, the country where the kidnap or extortion occurs;
- 3. any monies by way of reimbursement where, with respect to the particular **insured person**:
 - a. this type of Insurance has been declined, cancelled or issued with special conditions in the past;
 - a kidnapping or attempted kidnapping has occurred in the past, and this has not been disclosed to us prior to the inception of this policy;
 - an extortion demand has been made against that insured person in the past.

Automatically Included Benefit

The following additional **benefit** is automatically included within **your policy**. Subject to all terms, Exclusions and Conditions contained within the **policy**.

Public Relations Benefit

If during the **policy period** and whilst on a **journey**, an **insured person** is **kidnapped** or the subject of **extortion**, **we** will reimburse up to \$20,000 for the actual, reasonable and necessarily incurred external expenses to engage an image and/or public relations consultant to help protect and/or positively publicise the **insured's** business and corporate image.

The reasonable expenses may also include any costs incurred for media broadcasts.

These expenses must be directly in connection with a **kidnap** or **extortion** and incurred within thirty-one (31) days of the actual **kidnap** or **extortion**.



Section 10 – Extra Territorial Workers Compensation

What We Cover

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

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

we will indemnify you for that liability provided that:

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

Benefit payable

The **benefit payable** under this Section shall be limited as follows:

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



Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 10:

- any benefits otherwise payable under Section 5 of this policy with respect to any insured person will be reduced by the amount of any benefit payable under this Section with respect to that insured person;
- if reasonably required by us, you must authorise us to have access to the files and information held by any workers' compensation insurer with whom you have effected insurance; and
- 3. this Section applies only:
 - a. with respect to insured persons who are employed by you or who are deemed by any applicable workers' compensation legislation to be workers employed by you within Australia in a managerial, clerical, administrative, technical or sales capacity whose employment or engagement is to be performed substantially within Australia;
 - if, during the currency of the policy, you maintain workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of employees by you, or if you are otherwise licensed under such laws as a self-insurer; and
 - c. whilst an **insured person** is working on an interim basis for no more than six (6) months outside the state or territory in which the **insured person's** usual place of employment or employment base, is located.

What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, cost or expense arising directly or indirectly from or attributable to:

1. any claim for punitive, exemplary or aggravated damages.



Section 11 - Hijack, Detention and Legal Costs

What We Cover

If during the **policy period**, and whilst on a **journey**, an **insured person** is:

- 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;

we will pay the insured the benefit payable, being the Daily Benefit shown on the policy schedule against Section 11, Hijack, Detention and Legal Costs. The Daily Benefit will continue to be made to the insured for each twenty-four (24) hour period of continued detention from the date and time of the original detention, up to the Max Days shown on the policy schedule against Section 11, Hijack, Detention and Legal Costs.

In addition to the **benefit payable** to the **insured**, if the **insured person** incurs legal costs as a result of the **detention**, **we** shall reimburse the **insured person** for necessary and reasonable legal costs incurred, up to the **benefit payable** for Legal Costs as shown on the **policy schedule** Section 11, Hijack, Detention and Legal Costs.

What We Don't Cover

In addition to the General Exclusions on Page 15, **we** will not be liable to pay loss, cost or expense arising directly or indirectly from or attributable to:

 the insured person being detained following them breaking the law of any country, state or jurisdiction.



Section 12 – Worldwide Search and Rescue

What We Cover

If during the **policy period**, and whilst on a **journey**, an **insured person** is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation;

- as it is known or believed that the insured person may have sustained a bodily injury or suffered a sickness;
- the weather or safety conditions are such that it becomes necessary to do so in order to prevent the insured person from sustaining a bodily injury or suffering a sickness;

we will reimburse the **insured** or the **insured person** in respect of the reasonable costs incurred by a recognised rescue provider or police authorities to search for the **insured person** and to bring them to a place of safety.

The **benefit payable** any one event and in the aggregate any one **policy period** shall be up to the sum insured noted on the **policy schedule** for Section 12, Worldwide Search and Rescue.

Conditions

In addition to the General Conditions on Page 16 the following Conditions also apply to Section 12:

- the insured person must not knowingly endanger either their own life or the life of any other insured person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities;
- we shall only pay expenses that relate to the insured person's proportion of a search and rescue operation;
- we shall only be liable for costs incurred up to the point where:
 - a. the insured person is recovered by search and rescue; or
 - b. the search and rescue authorities advise that continuing the search is no longer viable;
- a written statement from the appropriate rescue authorities involved in a search and/or rescue must be obtained and provided to us in the event of a claim;
- the benefit payable shall be in addition to any benefit payable under any other Section of this policy.



Section 13 - Automatically Included Benefits

The following additional **benefits** are automatically included within **your policy**. Subject to all terms, Exclusions and Conditions contained within the **policy**.

Accidental H.I.V. Infection benefit

Notwithstanding any Exclusions throughout this Policy in respect of Human Immunodeficiency Virus (H.I.V.) if an **insured person** accidentally contracts the H.I.V. infection:

- as a direct result of **bodily injury** caused by a violent bodily assault by another person on the **insured person** during the **policy period** and whilst the **insured person** is on a **journey**; or
- as a direct result of receiving medical treatment provided by a medical practitioner for an insured person's bodily injury or sickness while they are insured under this policy;

provided that:

- 1. there is a positive diagnosis within 180 days of the event giving rise to the H.I.V. infection; and
- any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to us and medical tests are carried out by a medical practitioner no more than forty-eight (48) hours from the date and time of the event giving rise to the H.I.V. infection; and
- a recognised laboratory carries out medical and clinical tests that conclusively prove that the insured person was not H.I.V. positive at the time and date immediately before the event giving rise to the H.I.V. infection;

we shall pay up to \$100,000 for all reasonable medical costs necessarily incurred under Section 1, Overseas Medical Expenses and Evacuation, for the treatment of H.I.V outside of the insured person's country of residence for hospital, or other diagnostic or remedial treatment given or prescribed by a medical specialist.

In addition, **we** will also pay the **insured person** a lump sum amount of \$50,000 under Section 5, Personal Accident and Sickness.

No **benefit** will be payable if **you** or the **insured person** fails to comply with or to provide the required level of proof.

Trauma benefit

If during the **policy period**, and whilst on a **journey**, an **insured person** suffers a **psychological trauma**, we shall reimburse the **insured person** for costs incurred for trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an **insured person** or a **close relative**) subject to a **medical specialist** certifying that said treatment was necessary for the wellbeing of the **insured person**. The maximum we shall pay for any one **insured person** during any one **policy period** shall be \$5,000.

Unforeseen expenses

If during the **policy period**, and whilst on a **journey**, an **insured person**:

- a. sustains a bodily injury or sickness which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including portable electronic equipment) and local transportation for the purpose of seeking medical treatment;
 - and/or
- b. loses any identification documents and keys at the same time necessitating the replacement of keys and locks to their home and/or motor vehicle; and/or
- has their usual place of residence burgled and incurs the payment of an excess under their home contents insurance policy;

we will pay up to \$5,000 for the actual and reasonable costs incurred, provided those costs are not recoverable elsewhere under this **policy**, or otherwise applicable to an expense for which a Medicare benefit is payable.

In addition to a., if an **insured person**, and any necessarily required accompanying person, travels more than 250 kilometres from their normal place of residence for the purpose of ongoing medical treatment resulting in them not being able to reside in their normal place of residence, **we** shall pay up to \$300 per night for up to 5 nights' alternate accommodation whilst the **insured person**:

- a. completes their medical treatment;
- b. convalesces after medical treatment, or
- waits for medical test results.

