



EXPATRIATE CARE INSURANCE POLICY

COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686
717 Bourke Street, Docklands VIC 3008. Mailing Address: GPO Box 9933, Melbourne VIC 3001

This document contains your Insurance Policy, Terms, Conditions, Provisos and Exclusions. It is important that you read and understand it and retain it in a safe place.

HOW THIS INSURANCE IS ARRANGED

This insurance policy is issued/insured by:

Chartis Australia Insurance Limited (Chartis)
ABN 93 004 727 753
AFSL 381686
Level 12
717 Bourke Street
Docklands Vic 3008

Chartis issues / insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

Chartis prepare this **Product Disclosure Statement**.

RETAIL CLIENTS

Under Our AFSL we are required to provide 'Retail Clients' with a Product Disclosure Statement.

A Retail Client means an individual or small business.

'Small business' means a business employing less than:

- (a) if the business is or includes the manufacture of goods-100 people; or
- (b) otherwise 20 people.

Code of Practice, Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.

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PRODUCT DISCLOSURE STATEMENT

WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Expatriate Care Insurance.

The purpose of the PDS is to assist your purchasing decision and ability to compare this product with other insurance. This document also contains important information about your rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of your insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under '**How this insurance is arranged**'.

KEY BENEFITS OF YOUR POLICY

This comprehensive policy provides cover for a range of medical and other expenses for Insured Persons who are residing outside of Australia on foreign assignment.

Cover is available for:

- Single (you only)
- Couples (you and your spouse)
- Family (you and your spouse, child, brother, sister or parent residing with you in the Country of Assignment)

You can select cover against a range of Events as outlined below. Full details of the key benefits for all sections of cover are contained in the **Policy Wording**.

Cover 1 - Health Protection

Cover for expenses associated with:

- Medical Care,
- Pregnancy and Childbirth
- Emergency and Associated Emergency Transport Benefit
- Accommodation Benefits
- Home Leave Benefit
- Continuing cover following repatriation
- Emergency Return Home Benefit
- Repatriation of Mortal Remains
- Trauma Counselling Benefit
- Financial Planning Benefit

Cover 2 (a) - Personal Injury and Sickness

- Lump sum benefit for Injury resulting in Death, Permanent Total Disablement and specified Permanent Total Loss (**Section A**);
- Weekly Injury Benefit for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement (**Section B**);
- Weekly Sickness Benefit, for Sickness (as defined) resulting in Temporary Total Disablement (**Section C**)

Cover 2 (b) - Alternative Employee or Resumption of Assignment Expenses

Cover for the costs of an alternative employee, or for returning an Insured Person to resume an assignment, if an Insured Person is unable to complete an assignment due to their unexpected death, Injury or Sickness.

Cover 2 (c) - Political Risk and Natural Disaster Evacuation

Cover for the cost of returning an Insured Person to their Country of residence or the nearest place of safety following the need to leave the country they are in due to being expelled or officials recommending that an Insured Person leave the country, or a major natural disaster occurs which necessitates evacuation.

Cover 3 - Corporate Travel Insurance Benefits

Loss of Deposits

Provides cover for specified pre-paid Travel and Accommodation costs should a Journey be cancelled due to unforeseen circumstances outside an Insured Persons or Your control.

Luggage, Personal Effects, Travel Documents, Money and Credit Cards

Cover up to the amount shown in the Schedule of Compensation for loss or theft of, or damage to an Insured Persons Luggage, Personal Effects, Travel Documents, Money and Credit Cards

Missed Transport Connection

Cover for reasonable extra expenses incurred to enable an Insured Person to use alternative scheduled public transport services to arrive at a business meeting or conference on time if they miss their transport connection due to unforeseeable circumstances outside of Your and their control.

Personal Liability

Cover for legal liability for bodily injury or loss of or damage to property of others accidentally caused the Insured Person during the Travel.

Extra Territorial Workers Compensation

Indemnity against liability arising during the Policy Period to pay compensation consequently payable under Workers Compensation Legislation or damages at Common Law for death, personal injury or occupational disease suffered by an Insured Person arising out of or in the course of employment during the Policy Period.

Kidnap and Ransom and Extortion

Cover for expenses, including Extortion/Ransom Monies, relating to the Kidnapping, alleged Kidnapping or Extortion of an Insured Person during the Policy Period.

Cover is limited to the benefits and lump sums insured listed in the **Policy Schedule**, and is subject to the terms, conditions and exclusions contained in the **Policy Wording**.

Further information about benefits available under this insurance can be found in the Policy Wording. Please read the Policy Wording commencing on page 9 and the 'Important Information' section below in the PDS for further information about the benefits, terms and conditions that apply to this insurance. Your Policy Schedule sets out the details of Your cover.

3. IMPORTANT INFORMATION

Please read the **Policy Wording** carefully for full details about lodging a claim, when benefits are payable, terms, conditions and exclusions that apply to this insurance. Take special note of the following:

1. The **Policy Wording** contains a **General Definitions** applicable to all covers and sections of the policy on **page 9** and **Definitions** specific to particular Cover Options that apply to this insurance under the relevant Sections.
2. **General Conditions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that you carefully read these on **page 14** of the **Policy Wording**.
3. There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **General Exclusions** applicable to all covers and sections of the policy listed on **page 13** of the **Policy Wording**, and any additional **Exclusions** that may apply to particular sections of Cover.

4. **Aggregate limits** and **aggregate** or **Elimination Periods** may apply to one or more of the sections of cover selected. Details are provided in the **Policy Wording**. Where applicable these will be shown on the **Policy Schedule**.
5. **Age limits** apply to this policy as outlined in the **General Conditions**. We will not be liable for any Event which happens to an Insured Person unless at the date of the Event they are between the ages set out in the **Policy Schedule**.
6. This **PDS** and **Policy Wording** also contains important information about the rights and obligations of insured persons including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

4. COSTS

Premiums are calculated on an individual application basis. Some factors that we take into consideration when calculating your premium include:

- the location of Insured Persons when residing overseas on foreign assignment during the period of insurance;
- the level of cover and sum insured requested;
- age of Insured Persons;
- level of excess or deductible requested;
- Your prior claims experience.

The Premium will be detailed on the Certificate of Insurance. Premiums include applicable Commonwealth and State taxes and/or charges including the Goods and Services Tax and Stamp Duty.

The premium for this policy may vary during the policy period if there is a decrease or increase in the level of cover.

The premium amount will be shown on your **Policy Schedule**. Government charges such as Stamp Duty and GST will be shown separately on the **Policy Schedule**.

You may be entitled to claim a tax deduction for the premium paid under this policy. Please check with your tax accountant or the Australian Taxation Office for further information.

Excess and Elimination Period

An **Excess** means:

- (a) in respect to an Event Excess the amount that We will not pay in respect of each and every loss; and
- (b) in respect to an Annual Excess the amount that We will not pay in respect of the total of all losses in a Policy Period.

The selected Excess and Excess amount is shown in the Policy Schedule and applies to each Insured Person.

An **Elimination Period** is a period following and Event under the policy for which no Compensation is payable. Different Elimination Periods apply to particular Events covered under this policy. Details will be shown in the **Policy Schedule**.

5. COOLING OFF PERIOD

Retail Clients have 14 days after they receive this Policy to check that the Policy and benefits meet their needs. This is known as the Cooling Off Period. Within this Period the Insured may cancel the Policy and receive a full refund of all premiums paid.

To cancel the Policy during the Cooling Off Period, please send us:

- your written request to cancel the Policy; and
- the Policy document.

The Cooling Off Period ceases if a claim is made before the 14 day Cooling Off Period has expired.

6. HOW TO MAKE A CLAIM

Information on claims can be found under the section titled **General Conditions** in the **Policy Wording**. Please read this carefully.

A claim needs to be submitted with original supporting documentation such as doctor's reports, receipts, and where requested, additional Proof of Loss. A claim should be delivered to the address shown on the outside cover of this document. In the event of a claim under some policy sections, an **Excess** or **Elimination Period** may apply.

Please refer to the **Policy Wording** and **Policy Schedule** for further details.

7. CODE OF PRACTICE

Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

8. DISPUTE RESOLUTION

We are committed to handling any complaints about our products or services efficiently and fairly.

If You have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:

The Compliance Manager
Level 12, 717 Bourke Street
Docklands VIC 3008
3. If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee ("Committee"). We will respond to You with the Committee's findings within 15 working days.
4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service
Phone: 1300 78 08 08 (local call fee applies)
Email: info@fos.org.au

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

9. PRIVACY CONSENT AND DISCLOSURE

Chartis is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

Purpose of Collection

Chartis collects information necessary to underwrite and administer your insurance cover, to maintain and to improve customer service and to advise you of our products. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with your duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling your insurance cover or reducing the level of cover.

In the course of administering your policy we may disclose your information to:

- i. the entity to which Chartis is related (whether is Australia or overseas), contractors or third party providers providing services related to the administration of your policy.
- ii. banks and financial institutions for the purpose of processing your application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- iv. our assistance provider who will record all calls to the assistance service provided under your policy for quality assurance training and verification purposes.
- v. other third parties, including mailing houses and marketing companies, to enable us to advise you of our insurance products and services.

In some circumstances Chartis is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

Access to your information

You may gain access to your personal information by submitting a written request to Chartis.

In some circumstances, Chartis may not permit access to your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

Complaints

Chartis has also established an internal dispute resolution process for handling customer complaints.

If you feel you have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or you wish to gain access to the information, you may write to The Privacy Manager, Chartis, Level 12, 717 Bourke Street, Docklands VIC 3008. Mailing Address: GPO Box 9933, Melbourne VIC 3001, or e-mail australia.privacy.manager@chartisinsurance.com. Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved, your complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should your complaint not be resolved by Chartis' internal dispute resolution process, you may apply to the Privacy Commissioner for review of the determination.

Consent Acknowledgment

By providing your personal information to enable completion of the application of insurance (including any associated form) and paying the premium, you consent to the use and disclosure of your personal information stated in the privacy statement above. If you do not wish us to use your personal information to keep you informed of our insurance products and services please contact us and let us know.

POLICY WORDING

IMPORTANT POLICY MATTERS

This Policy consists of Covers and Sections and provides You with insurance for those Covers and Sections selected by the Insured in their application for this insurance. The selected Covers and Sections are shown in the Policy Schedule.

All cover is subject to:

- the Insured paying or agreeing to pay the required premium for this insurance; and
- all the terms, conditions and exclusions of the Policy including the Policy Schedules.

Your cover under this Policy commences on Your Effective Date of Coverage, however You cannot claim under this Policy for any event which occurs prior to the date and time You depart Your Country of Residence for the overseas assignment.

YOUR DUTY OF DISCLOSURE

What You must tell Us

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Who needs to tell Us

It is important that You understand You are answering Our questions in this way for Yourself and anyone else whom You want to be covered by the Policy.

If You do not tell Us

If You do not answer Our questions in this way We may reduce or refuse to pay a claim, or cancel a Policy. If you answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

GENERAL DEFINITIONS APPLICABLE TO ALL COVERS & SECTIONS OF THE POLICY

In this Policy the following definitions apply:

1. **We/Our/Us/Insurer** means Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686
2. **Travel Guard™** means the claims co-ordination company authorised by Us to assist in the management and control of claims incurred or likely to be incurred under this Policy. It also provides emergency travel and pre-departure health information.
3. **Insured Person(s)** - also called You and Your – means:
 - (a) if the Single Plan is selected, the person named in the Schedule of Insured Persons;
 - (b) if the Couple Plan is selected, the above person and his or her Spouse; or
 - (c) if the Family Plan is selected, the persons covered under (a) and (b) above and their Dependant Children, always providing We have agreed to provide the Policy cover to the person(s) referenced above and the premium required for such person(s) has been paid or agreed to be paid to Us in full.
4. **Spouse** means the husband or wife or any de-facto partner of the Insured Person (called the Employee for the purpose of this Definition) who is sent overseas to undertake the business of the Insured and:
 - (a) who is residing with the Employee in the Country of Assignment; or
 - (b) who is not residing with the Employee in the Country of Assignment, but had continuously lived with the Employee during the 3 calendar months immediately prior to the Employee departing for the Country of Assignment and intends to continue to live with the Employee on his/her return to Country of Residence.

Part (b) above applies to Emergency Return Home Cover Only.

5. **Dependant Children** means the unmarried Dependant Children of the Insured Person (called the Employee for the purpose of this Definition) who is sent overseas to undertake the business of the Insured and:
- (a) who are residing with the Employee in the Country of Assignment, are over 6 months of age and under 19 years of age or under 25 years of age while they are full time students at an accredited institution of higher learning and primarily dependent on the Employee for maintenance and support; or
 - (b) who are not in the Country of Assignment but are over 6 months of age and under 19 years of age, or under 25 years of age and are full time students at an accredited institution of higher learning, and are primarily dependent on the Employee for maintenance and support. Part (b) applies to Emergency Return Home Cover Only.

Dependant Children includes step or legally adopted children.

6. **Effective Date of Coverage** means the date Your cover begins under this Policy. This date is shown on the Schedule of Insured Persons.
7. **Injury** means a physical injury caused by a violent, external and visible means which occurs fortuitously and results solely and directly and independently of any Pre – Existing Condition or any other cause in any Injury event specified in this Policy during the Policy Period.
8. **Sickness** means a sickness or disease excluding any Pre – Existing Condition occurring during the Policy Period.
9. **Pre - Existing Condition(s)** means any condition for which within the 12 consecutive months period prior to Your Effective Date of Coverage:
- (a) You have consulted a Doctor or Specialist; or
 - (b) You received treatment or advice for treatment or medication or were prescribed medication; or
 - (c) the manifestation of symptoms would have caused a reasonable person to seek medical advice;

It also includes any condition known to You prior to Your Effective Date of Coverage under this Policy and where You:

- (1) are on a waiting list for treatment;
 - (2) are travelling for the purpose of obtaining treatment (even if this is not the sole reason for the travel);
 - (3) have received a terminal prognosis;
 - (4) have been recommended to continue or to commence any medical treatment or medication after Your Effective Date of Coverage.
10. **Doctor** means a person legally qualified and registered to practice medicine and surgery and who is not an Insured Person or a relation of the Insured Person.
11. **Specialist** means a Doctor recognised and referred to by another Doctor for his or her experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific Injury or Sickness and who is not an Insured Person or a relation of the Insured Person.
12. **Hospital** means a place registered as a hospital for the care and treatment of sick or injured persons and which:
- (a) has organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
 - (b) provides 24-hours-a-day nursing services by registered graduate nurses;
 - (c) is under the supervision of a Doctor; and
 - (d) is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholics or drug addicts, a place for the treatment of mental illness, a nursing, rest or convalescence home or a home for the aged or similar establishment.
13. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.

14. **Serious Injury or Serious Sickness** means a serious injury or sickness for which the attending medical practitioner certifies that the attendance of the Insured Person is necessary given the immediate threat to the injured or sick person's life. It does not mean a terminal condition diagnosed prior to the commencement of Travel or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:
- (a) has received daily medical treatment or medication in the 30 days immediately prior to the commencement of Travel; or
 - (b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the commencement of Travel.
15. **Excess** means:
- (a) in respect to an Event Excess the amount that We will not pay in respect of each and every loss; and
 - (b) in respect to an Annual Excess the amount that We will not pay in respect of the total of all losses in a Policy Period.
- The selected Excess and Excess amount is shown in the Policy Schedule and applies to each Insured Person.
16. **Co-Insurance** means the percentage amount We will pay in respect of each and every loss after applying the selected Excess.
17. **Country of Assignment** means the country named in the Policy Schedule and is the country in which You will spend most of Your time during the foreign assignment. It does not mean Your Country of Residence.
18. **Country of Residence** means the country of which You are a citizen or permanent resident (ie holder of a multiple entry visa or permit which gives You resident health care rights in such country).
- It also means the country the Insured or You or Your representative would like us to return You to when repatriation is necessary.
19. **Reasonable Airfare Charges** means economy class ticket air travel on a schedule air flight, unless otherwise agreed to by Us in writing. It does not include any charge or part thereof which You or the Insured have budgeted to incur for the original journey.
20. **Reasonable Accommodation Charges** means the reasonable and necessary charges for accommodation at a licensed accommodation establishment which We have organised or authorised in writing prior to the commencement date of the accommodation period. It does not include any charge or part thereof which You or the Insured have budgeted to incur for the original journey.
21. **Relative** means Your spouse, parent, parent-in-law, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister or legal guardian, niece, nephew, aunt or uncle, provided such person(s) is under 80 years of age and is a resident of Your Country of Residence.
22. **Family means** Your Spouse, child, brother, sister and/or parent who are residing in the same dwelling in the Country of Assignment and whom are also Insured Persons.
23. **Unforeseeable** means sudden, unexpected and unintended.
24. **Travel** means a journey that involves travel beyond the territorial limits of Your Country of Assignment and Country of Residence. Such cover shall commence from the time You depart Your place of residence in the country You are currently in for the international travel (except for Cover 3. Section 1.1 (ie loss of deposits) which shall commence from the time You purchase tickets for the planned travel) and shall continue until You arrive at Your place of residence in Your Country of Assignment or Country of Residence or 12 hours after Your arrival in such country, whichever occurs first.
- Travel is extended to include Your temporary home visits to Your Country of Residence for periods up to 30 days providing You intend to return to Your Country of Assignment as an Insured Person.
25. Words in the singular include the plural and vice versa.

DEFINITIONS 26 - 38 apply to Personal Injury and Sickness section only (ie Cover 2(a))

26. **Temporary Total Disablement** means that as a result of Injury or Sickness You are wholly and continuously prevented from engaging in Your usual occupation, and are under the regular care of and acting in accordance with the instructions or professional advice of Doctor.
27. **Temporary Partial Disablement** means that You are under the care of Doctor and are prevented from engaging in more than 50% of the duties of Your usual occupation.
28. **Permanent** means lasting 12 consecutive months and at the end of that period being beyond hope of improvement.
29. **Permanent Total Disablement** means disablement which continues for 12 consecutive months and at that time is certified by a Doctor as being beyond hope of improvement and entirely preventing You forever from engaging in any business, profession, occupation or employment for which you are reasonably qualified by training, education or experience.
30. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
31. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms.
32. **Total Loss** means the Permanent and total physical loss of the body part referenced in the Table of Events. Where that body part is a limb, hand, foot, finger or toe Total Loss means the Permanent and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.
33. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
34. **Hand** means the entire hand below the wrist.
35. **Foot** means the entire foot below the ankle.
36. **Fingers, Thumbs or Toes** means the digits of a hand or foot.
37. **Income** means
- (i) as regards to a salaried Insured Person, the average gross weekly Income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (ii) as regards to a T.E.C. (ie total employee cost) or salary package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (iii) as regards to a self-employed Insured Person, the average gross weekly Income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;
- all derived during the 12 calendar months period immediately preceding the Injury or Sickness giving rise to the claim under this Policy.
38. **Elimination Period** means the period commencing with the first day of Temporary Total Disablement or Temporary Partial Disablement for which medical treatment was sought and during which no Compensation is payable.

GENERAL EXCLUSIONS APPLICABLE TO ALL COVERS & SECTIONS OF THE POLICY

We shall not pay for any claim directly or indirectly arising from:

1. You engaging in air travel except as a passenger in any properly licensed aircraft.
2. Any consequence of war, invasion or civil war (whether declared or not) or You engaging in or taking part in naval, military or air force service or operations.
3. You engaging in any professional sporting activity or hazardous sport or activity including but not limited to racing (other than on foot), mountaineering involving ropes or guides, rock-climbing, skydiving, hang-gliding, pot holing, hunting and the like or deliberate exposure to exceptional danger except in an attempt to save human life, Yours or someone else's.
4.
 - (a) Suicide or intentional self injury;
 - (b) Insanity, psychological or nervous condition(s) (except to the extent provided for under the Psychology & Psychiatry and Trauma Benefits included under Cover 1 on the Schedule of Compensation);
 - (c) Sexually transmitted diseases;
 - (d) Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) infection (except to the extent provided for under Cover 1 on the Schedule of Compensation for such condition arising from Injury); or
 - (e) You being under the influence of alcohol or non-prescribed drugs or prescribed drugs when they are not taken as advised by Your treating Doctor or Specialist.
5. Any expenses or charges incurred after You, the Insured or Your representative refuse to follow Our or Travel Guard™'s directions or instructions.
6. Any travel, either short or long duration, undertaken contrary to the advice of a medical practitioner.
7. The default of any transport provider, travel agent or any person acting as Your agent or by operation of law.
8. Curtailment of or changes to Your travel arrangements at the request of an employer or due to Your or any person on whom Your travel depends, financial circumstances, personal wishes, business or contractual obligations.
9. Any criminal or illegal act committed by You.
10. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
11. Any foreseeable riot or civil commotion whilst undertaking Travel.
12. Any consequential loss or loss of enjoyment.
13. Liability You assume by agreement unless the liability would have legally been Yours if You had not entered into the agreement.
14. Any Pre - Existing Condition(s) unless We have agreed to cover such Condition(s) in writing prior to Your Effective Date of Coverage.
15. Pregnancy or Childbirth where You are more than 28 weeks pregnant at the time the event giving rise to the claim occurs. This Exclusion does not apply to Cover 1 – Health Protection.

GENERAL CONDITIONS

1. **Notice of Claim**

Written notice of claim must be given to Us within 30 days after the happening of any circumstances giving rise to a claim or as soon as possible thereafter.
2. **Proof of Loss and Required Information**

After we receive notice of a claim We will provide You with Our usual claim forms for completion. The claim forms must be properly completed and all medical certificates, accounts, receipts and information required by Us shall be furnished in such form and in such time as We require. Original documents must be produced.
3. **Physical Examination**

We may at Our own expense require You to undergo medical examination(s) or in the event of death arrange for an autopsy to be carried out, unless it is illegal to do so.
4. **Claim Offset**

Except for Cover 2(a) Events 1-19 inclusive there is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what You or the Insured would be otherwise entitled to recover under this Policy, where permissible under Law.
5. **Cancellation**
 - (a) This Policy may be cancelled by the Insured at any time by giving Us written notice, in which case We will retain the proportion of the premium calculated at our usual short term rates for the period the Policy was in force.
 - (b) This Policy may be cancelled by Us if the Insured or an Insured Person has been in breach of any of its terms or conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.
6. **Individual Cancellation**

Your cover under this Policy shall terminate on the earliest of the following dates:

 - (a) on the date this Policy is cancelled;
 - (b) on the date of termination of Your employment with the Insured;
 - (c) at the end of the calendar month during which You are retired or pensioned;
 - (d) on the premium due date if the Insured fails to pay the required premium for You except as a result of an error on the part of the Insured;
 - (e) on the date You attain 65 years of age years (unless otherwise agreed by Us in writing prior to You reaching age 65 years);
 - (f) if You are a Spouse or Dependant Child, on the date You cease to be a Spouse or Dependant Child as defined;
 - (g) if You are a Spouse or Dependant Child, in the event of death of the Insured Person You are living with overseas, on the last day for which premium for such deceased person has been paid; or
 - (h) on the date You, Your representative or the Insured advise that You are no longer to be an Insured Person under this Policy.
7. **Currency**

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

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or the Insured or anyone acting on Your or the Insured's behalf to obtain any benefit under this Policy then any amount payable in respect of such claim shall be forfeited.
9. **Aggregate Limits of Liability**
 - (a) Except as provided in 9.(b), Our total liability for all claims under Cover 2(a) (Personal Injury & Sickness) which arise out of any one event or series of related events, shall not exceed the amount specified in the Policy Schedule.
 - (b) Our total liability for all claims under Cover 2(a) (Personal Injury & Sickness) directly arising out of

air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount specified in the Policy Schedule.

- (c) Our total liability for all claims arising under Cover 3 Section 5 (Personal Liability) which arise out of any one event or series of related events, shall not exceed the amount specified in the Policy Schedule.
- (d) Our total liability for all claims arising under Cover 3 Section 7 (Kidnap and Ransom and Extortion) which arise out of any one event or series of related events, shall not exceed the amount specified in the Policy Schedule.

10. **Australia Law**

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

11. **Duties and Responsibility**

In the event of a loss, You must immediately:

- (a) do as much as You can to prevent any further loss or expense;
- (b) contact Travel Guard™ if You are to be hospitalised or require to be repatriated or evacuated or return home early for any reason;
- (c) contact Travel Guard™ if You have lost all of Your luggage or money whilst Travelling;
- (d) lodge a written claim against any person, party, hotel or transporter who may be legally liable for Your loss, Injury or Sickness;

You must not admit liability in respect of any loss.

12. **Renewal**

This Policy may be renewed with Our consent from term to term, providing the Insured pays or agrees to pay the required renewal premium.

13. **Subrogation**

We have the right to commence or take over legal proceedings in Your and/or the Insured's name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You and the Insured must co-operate with Us and do nothing to hinder Our rights.

14. **Validation of Cover**

The declaration showing You as an Insured Person must be in Our possession before a claim occurs and any claim payment will be precedent on Our having received this information and Your premium or a promise from You or the Insured to pay Your premium.

15. **Tax or Imposts**

Where the Company is, or believes it will become, liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

COVER 1 – HEALTH PROTECTION

Important Matters

- (i) COVER 1 is subject to the Sum Insured limits shown in the Schedule of Compensation.
- (ii) Cover 1 applies worldwide 365 days a year whilst You are outside of Your Country of Residence. The Medical Care Benefits (refer Benefits 1.(a) & 1.(b)) and the Emergency Transportation Benefit (refer Benefit 2.) also apply in Your Country of Residence as outlined under Benefit 4. Country of Residence Benefits.
- (iii) In respect to claim costs incurred within Australia, We will endeavour to pay what You are entitled to receive under this Policy in accordance with the Schedule of Compensation and Policy cover.
- (iv) For treatments and services rendered as a Hospital in-patient in Australia which are covered by Medicare We will pay the difference between what You receive from Medicare and the Government Schedule Fee. We cannot pay for any amount which is above the Government Schedule Fee. We also cannot pay the 'Medicare Gap' incurred for outpatient services.
- (v) Except as provided for under Benefits 4., 6. and 8. the following Benefits are only payable during the period You are covered under the Policy as an Insured Person
- (vi) The Excess shown in the Policy Schedule applies to all Cover 1. Health Protection Benefits except for routine medical examinations and vaccinations as shown in the Schedule of Compensation.

DESCRIPTION OF COVER

1.(a) Medical Care Benefit

(applies to the following Medical Care Benefits: Hospital In-Patient, General Medical, Extras, Dental and Dental As A Result Of Injury)

This Policy pays the actual, necessary and reasonable expenses incurred by You for covered medical (including dental) treatments, procedures, prosthetics, prescriptions and services during the Policy Period that directly relate to an Injury or Sickness suffered by You. Routine medical examinations and vaccinations are also covered under Medical Care. Covered medical (including dental) treatments, procedures, prosthetics, prescriptions and services are those shown on the Schedule of Compensation and do not include anything else.

The Medical Care Benefits (other than chiropractor and physiotherapist treatments) must be recommended by Your Doctor, Specialist or dentist and the Benefit must be supplied by a Doctor, Specialist or dentist or other professional legally qualified practitioner (eg optometrist for eye treatments), unless prior written agreement has been obtained from Us or Travel Guard™.

(b) Medical Care - Pregnancy And Childbirth Including Newborn Child Benefits

Important Matters

- (i) To claim under benefits (a), (b) and (c) below Your pregnancy must have commenced after Your Effective Date of Coverage and You must have selected the Family Plan option or do so within 30 days of becoming aware of the pregnancy.
 - (ii) From the 1st day of the 7th month following birth Your newborn child will be covered under this Policy as an Insured Person unless We have requested a Health Questionnaire on Your newborn child, in which case continued cover under this Policy for Your newborn child shall be subject to Our prior written agreement.
- (a) **Emergencies Or Complications**
If You suffer a medical emergency or complication relating to pregnancy or childbirth the Medical Care Benefit and other Health Protection Benefits will apply for required medical treatments and related services.
 - (b) **Maternity Care - Routine Care**
The Medical Care Benefit will also apply to routine pre-natal, childbirth and post-natal medical treatments including those provided for the routine care of a healthy newborn. You cannot claim for services or advice provided by a Specialist obstetrician and/or gynaecologist unless You have been referred to such Specialist by Your treating Doctor or Travel Guard™.

The cover under this Benefit for Your newborn child will only apply for the first six months of the child's life or until You cease to be an Insured Person, whichever occurs first.

(c) **Emergency Post - Natal Care**

If Your newborn child requires non-routine care, including surgery or intensive care treatment, the Medical Care Benefit and other Health Protection Benefits will apply for required medical treatments and related services, strictly for the newborn child's first six months of life or until You cease to be an Insured Person, whichever occurs first.

2. **Emergency Transport Benefit**

We will pay for the cost of emergency air/land/sea transportation services should You as a result of Injury or Sickness require transportation to another location to receive necessary and appropriate medical attention. We will also pay for the return travel and accommodation costs of any accompanying medical personnel providing Travel Guard™ have approved such personnel.

The above notification requirement does not apply to in-country emergency ambulance transfers from place of Injury or Sickness to the nearest appropriate hospital, which will be paid by Us providing such service was medically necessary or was authorised by a local authority (eg. police or medical officer).

Provisos

- (a) Payment of this Benefit is subject to You having sought and obtained Travel Guard™'s prior written agreement to pay for the cost of the transportation. To facilitate this process You should submit to Travel Guard™ written certification from Your treating Doctor or Specialist stating that Your Injury or Sickness is of a critical nature and it is necessary that You obtain specialised treatment, surgery or post-operative attention which is unobtainable at Your current location.
- (b) You must allow Travel Guard™ to make the necessary transportation arrangements on Your behalf. Failure to do so may result in Us being prejudiced, in which case, We may choose to pay what it would have cost Us had Travel Guard™ organised the transportation.
- (c) Subject to medical clearance from Our medical advisers, We may choose to repatriate You back to Your Country Of Residence.

3. **Associated Medical Care Emergency Transportation & Accommodation Benefits**

Where You have a valid claim for the Emergency Transport Benefit the following Associated Medical Emergency Transport and Accommodation Benefit charges can also be claimed by You.

(a) **Associated Medical Care Emergency-Transport Benefits**

(i) **Your Return**

Reasonable Airfare Charges incurred in returning You to the location from where You were evacuated or to Your usual residence in Your Country of Assignment, providing this occurs within 90 consecutive days of You sustaining the Injury or Sickness.

This Benefit does not apply if We have returned You to Your Country of Residence (refer Cover 2.(c) Alternative Employee Expenses and Resumption of Assignment), unless otherwise agreed in writing by Us.

(ii) **Repatriation Of Family Members**

Reasonable Airfare Charges incurred in repatriating Your remaining Family from Your Country of Assignment so that they can reside with You in Your Country of Residence.

We will only pay this Benefit if Your treating Doctor or Specialist has certified in writing:

- (a) that You are medically unfit to return to Your Country of Assignment within the 90 days of the date We repatriated You to Your Country of Residence; and
- (b) there is no likelihood that You will be able to return to that Country within the next 12 months due to Your medical condition.

This Benefit only covers the airfare charges incurred by You or the Insured that are in addition to what had been budgeted for the original journey to your Country of Assignment and return.

(iii) **Accompanying Person For A Repatriated Dependant Child**

Return Reasonable Airfare Charges for one adult to accompany You where You are under 16 years of age and require Emergency Transportation.

- (iv) **Accompanying Persons For A Repatriated Adult**
Return Reasonable Airfare Charges for one adult to accompany You to the location where You are to receive medical attention if Your treating Doctor or Specialist and Travel Guard™ recommend that You do not travel alone.

(b) Associated Medical Care - Accommodation Benefits

- (i) **En route Accommodation**
Reasonable Accommodation Charges incurred enroute by You when undergoing Emergency Transportation and or by any other person whom we have transported under the Associated Medical Emergency Transport Benefit above.
- (ii) **Pre-Hospitalisation and Post-Hospitalisation Accommodation**
Reasonable Accommodation Charges You incur. This Benefit is only payable when Your treating Doctor or Specialist and Travel Guard™ certify it as necessary in order for You to wait for Hospital treatment, convalesce after Hospital treatment or wait for medical test results. The maximum claim period is 14 days.
This Benefit is not available in Your Country of Residence unless otherwise agreed to in writing by Us. We will only provide such agreement when medical circumstances dictate that You be treated in a location where You do not have a residence to return to or an alternative place to stay (eg with one of Your relatives).
- (iii) **Accompanying Person's Accommodation**
Reasonable Accommodation Charges incurred by the person accompanying You on the Emergency Transportation and/or during the Hospital confinement period (including Pre-Hospitalisation and Post-Hospitalisation stays) which are also covered under this Policy. The maximum claim period is 14 days. This Benefit is not available in Your Country of Residence (refer iv below).
- (iv) **Country of Residence Accommodation**
Reasonable Accommodation Charges incurred by any person whom We have repatriated to Your Country of Residence as a result of Your Injury or Sickness.
This Benefit is not payable if they have a residence to return to or an alternative place to stay (eg with one of Your relatives). The maximum claim period is 14 days from the date of their return, or until alternative accommodation becomes available, whichever occurs first.

4. Country Of Residence Benefit And Ongoing Expenses And Charges Benefit

(a) Home Leave Benefit

- (i) When You are on home leave authorised by the Insured the cover afforded under the Medical Care Benefits (refer Benefits 1.(a) & 1.(b) above) and the Emergency Transportation Benefit (refer Benefit 2. above) shall apply in Your Country of Residence for the period of Your stay, providing that:
- (1) Your leave period does not exceed 30 consecutive days any one stay and 60 days in aggregate in any one calendar year; and
 - (2) Travel Guard™ have approved prior to Your return date treatments or services You require for any Injury or Sickness or condition You were aware of before Your return date. If this prior approval is not obtained and We have been prejudiced We may at Our sole discretion choose to pay what it would have cost had We been so advised.
 - (3) If Your Country of Residence is not Australia the maximum amount We will pay for all charges and expenses incurred in your Country of Residence is \$50,000 or Your remaining sum insured balance for Cover 1. whichever is the lesser.
 - (4) The Cover afforded under this Benefit shall cease 30 consecutive days after the date and time that You arrived in Your Country of Residence to commence such home leave.

(b) Ongoing Expenses & Charges Benefit

- (i) **Continuing Cover Following Your Repatriation.**
Where We have repatriated You to Your Country of Residence due to an Injury or Sickness the cover You receive under the Medical Care Benefits (refer Benefits 1.(a) & 1.(b) above) and the Emergency Transportation Benefit for domestic transport only (refer Benefit 2. above) shall apply in Your Country of Residence for necessary ongoing medical treatments and related services, subject to the following:

- (1) If You are repatriated to Australia (ie Your Country of Residence) the maximum period during which You can claim is 180 consecutive days from Your repatriation date and time, and the maximum amount We will pay for all charges and expenses incurred in Australia is Your remaining sum insured balance for Cover 1.
 - (2) If You are repatriated to a country other than Australia the maximum period during which You can claim is 30 consecutive days from Your repatriation date and time, and the maximum amount We will pay for all charges and expenses incurred in Your Country of Residence is \$50,000 or Your remaining sum insured balance for Cover 1 whichever is the lesser.
- (ii) **Continuing Cover If You Are A Hospital In-Patient On The Date Your Cover Ceases.**
If as a result of Injury or Sickness You are a Hospital in-patient on Your Individual Cancellation Date the cover afforded under the Medical Care Benefits (refer 1. Benefits (a) & 1.(b) above) and the Emergency Transportation Benefit for domestic transport only (refer Benefit 2. above) shall apply to necessary ongoing medical treatments and related services.

This cover shall apply for the period Hospital treatment is required or You are fit to travel to Your Country of Residence on Your own or with an escort, or the expiry of 30 consecutive days following Your Individual Cancellation Date, whichever occurs first. If during this time We repatriate You to Your Country of Residence the cover afforded under Benefit 4.(b) (i) above will apply from the date of Your arrival in Your Country of Residence.

- (iii) **Continuing Cover For An Injury Or Sickness Suffered During Home Leave.**
If as a result of an Injury or Sickness during Your home leave period covered under Benefit 4.(a) above:
- (1) Your Doctor or Specialist and Travel Guard™ agree that You must temporarily remain in Your Country of Residence beyond the 30 days cover limit to receive necessary medical treatment before You resume Your overseas assignment; or
 - (2) You cease to be an Insured Person and at the date and time of such cessation You are Hospitalised;

We will pay from the expiration of the 30 days home leave cover period or Your Individual Cancellation Date, whichever occurs first, ongoing medical expenses and charges You actually and necessarily incur in Your Country of Residence as detailed under Benefit 4.(b) (i) above.

It will be as if We had repatriated You to Your Country of Residence on that date.

Proviso

In respect to Benefits 4.(a) & 4.(b) We will endeavour to pay what You would otherwise be entitled to receive under this Policy in accordance with the Schedule of Compensation and Policy cover.

5. Emergency Return Home Benefit

We will pay Reasonable Airfare Charges incurred by You in returning to Your Country of Residence due to the unexpected death or Serious Injury or Sickness of Your Spouse or Dependant Children who are not in the Country of Assignment. The provision of this Benefit is subject to Our prior written approval.

6. Repatriation Of Mortal Remains Benefit

In the event of Your death, We will pay the reasonable expenses incurred for the cost of returning Your mortal remains to Your Country of Residence or the reasonable funeral and related costs if Your body is buried or cremated at the place of death.

7. Trauma Counselling Benefit

If You suffer psychological trauma as a result of You being a victim of a criminal act (including car jacking, sexual assault, rape, violent robbery or other such violent and external incidents of a like nature) occurring outside Your Country of Residence, We will pay up to \$10,000 for the cost of trauma counselling which is provided by a registered psychologist (who is not an Insured Person or a relation). This amount will be paid in addition to any Psychological Benefit entitlement specified in the Schedule of Compensation under Health Protection – General Medical Care.

8. Financial Planning Benefit

If Our medical advisers agree, that following Your repatriation to Your Country of Residence for a medical reason that can be claimed for under this Policy, You are unable to resume Your overseas assignment and undertake other employment in the 6 calendar months immediately following Your repatriation date, We will pay up to \$10,000 for planning, taxation and investment advice provided by a licensed financial planner (who is not an Insured Person or a Relative) necessarily incurred to enable You to adjust to Your change in financial circumstances. This advice must be incurred within 6 consecutive months of Your return to Your Country of Residence.

EXCLUSIONS APPLYING TO COVER 1 – HEALTH PROTECTION BENEFITS

In addition to the General Exclusions, We will not pay:

1. Any expense or charge incurred for non-medical services including but not limited to telephone, television, newspapers and the like.
2. Any expense or charge incurred for infertility, sterilisation, abortion (unless certified as medically necessary by the attending Doctor or Specialist), congenital deformities or abnormalities. The congenital deformities or abnormalities part of this Exclusion does not apply to Cover 1(b) (c) (Emergency Post Natal Care).
3. Any expense or charge incurred in Your Country of Residence except as specifically provided for under this Policy.
4. Any ongoing expense or charge incurred after Your Individual Cancellation date except as provided for under Benefit 4. (b).
5. Any expense or charge incurred for continuing treatment, including any medication, commenced prior to Your Effective Date of Coverage, unless approved in writing by Us.
6. Any expense or charge incurred for planned Hospital treatment or surgery unless Travel Guard™ has approved such Hospitalisation or surgery.
7. Any expense or charge or part thereof of any medical and ancillary service rendered in Australia for which We are prevented from paying due to any Federal or State legislation.
8. Any expense or charge incurred for cosmetic or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of Injury to the Insured Person).
9. Any expense or charge or part thereof for any Medical Care Benefit, unless such Benefit is recommended by Your Doctor or Specialist and the Benefit is provided by a Doctor or Specialist or is provided by another professional practitioner legally qualified to provide the Benefit (eg optometrist for eye treatments), unless prior written agreement has been obtained from Us or Travel Guard™. (Note a Doctor or Specialist recommendation is not required for Chiropractor and Physiotherapist services).

Cover 2 - OPTIONAL COVERS

Important Matters

Insurance for each of the following Cover 2 – Optional Covers:

- 2(a) Personal Injury & Sickness, and/or
- 2(b) Alternative Employee Or Resumption Of Travel Expenses, and/or
- 2(c) Political Risk And Natural Disaster Evacuation Expenses,

shall only apply if the Cover section has been selected and the selection is shown on the Policy Schedule.

Please note: the period for each selected Cover section will be as follows:

- a)** If the Travel option is selected on the Policy Schedule then the Cover section shall only apply to Insured Persons whilst Travelling outside their Country of Residence and Country of Assignment.
- b)** If the Annual option is selected on the Policy Schedule then the Cover section shall apply to Insured Persons 365 days a year.

Note: Cover 2.(c) Political Risk And Natural Disaster Evacuation Expenses does not apply in an Insured Person's Country of Residence.

The Excess shown in the Policy Schedule does not apply to the Cover 2 - Optional Covers.

2(a) PERSONAL INJURY & SICKNESS

DESCRIPTION OF COVER

If during a Policy Period and whilst covered under this section 2(a) (Personal Injury & Sickness) You suffer an Injury or Sickness which results in any of the covered Events described in the Table of Events below, We will pay the Insured or their designate the Compensation specified for such Event.

SECTION A - CAPITAL BENEFITS

Cover under this section is included only for the Events specified in the Policy Schedule and Schedule of Compensation. The Compensation for each Event is payable as a percentage of the Capital Sum Insured shown on the Schedule of Compensation.

TABLE OF EVENTS

THE EVENTS	THE COMPENSATION
Injury as defined, resulting in:	
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	100%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four fingers and thumb of either hand	70%
13. Permanent Total Loss of use of four fingers of either hand	40%
14. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. 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%
17. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	Per tooth 1% (to \$10,000 in total for all teeth)
18. Shortening of leg by at least 5cm	7%
19. Permanent Partial Disablement not otherwise provided for under Events 5 to 18 inclusive	Such percentage of the Capital Sum Insured as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the Compensation provided under Events 9 to 18 inclusive. The maximum amount payable under Event 19 is 75% of the Capital Sum Insured shown in the Schedule of Compensation.

SECTION B – WEEKLY INJURY BENEFIT

Cover under this Section is included only if specified in the Policy Schedule.

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

20.	Temporary Total Disablement	20.	During such Disablement the amount per week specified in the Schedule of Compensation or Income as defined, whichever is the lesser.
21.	Temporary Partial Disablement	21.	During such Disablement: (a) if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 20 per week and the weekly Income earned from personal exertion per week; or (b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 20 per week.

SECTION C – WEEKLY SICKNESS BENEFIT

Cover under this Section is included only if specified in the Policy Schedule.

THE EVENTS

THE COMPENSATION

Sickness as defined, causing:

22.	Temporary Total Disablement	22.	During such Disablement the amount per week specified in the Schedule of Compensation or Income as defined, whichever is the lesser.
23.	Temporary Partial Disablement	23.	During such Disablement, if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 22 per week and the weekly Income earned from personal exertion per week.

EXPOSURE

If You suffer an Event as a direct result of exposure to the elements, We will pay the Compensation shown for that Event.

DISAPPEARANCE

If You disappear and after 12 calendar months it is reasonable for Us to believe You have died due to an insured Injury, We will pay the Compensation shown for Event 1. (Death) subject to receipt of a signed undertaking by the Insured that any such Compensation shall be refunded if it is later demonstrated You did not die as a result of an Injury.

EXCLUSIONS

In addition to the General Exclusions We will not pay in respect of any Event directly or indirectly arising out of:

1. Pregnancy, childbirth or miscarriage.
2. Racing in or on any motor powered device.

SPECIAL PROVISIONS

1. Compensation is payable to the Insured or their designate:
 - (a) In the event of multiple Injuries sustained in the same accident and more than one Event can be claimed, only one Event will be compensated.
 - (b) If You suffer Injury resulting in any one of the Events 2 to 8 We will not be liable under this Policy for any subsequent Injury to You.
2. Compensation is not payable:
 - (a) For more than one of the Events in Section B and Section C – (Weekly Benefits) in respect of the same period of time.
 - (b) For longer than the Aggregate Period shown in the Schedule of Compensation in respect of the Events in Section B or Section C – (Weekly Benefits) as regards any one Injury or Sickness.
 - (c) Unless as soon as possible after the happening of any Injury or Sickness giving or likely to give rise to a claim, You obtain and follow proper medical advice from a Doctor.
 - (d) Under Section C unless the Sickness results in Temporary Total Disablement for a period of not less than 7 consecutive days from the date of commencement of treatment by a Doctor.
3. Benefits payable to any Insured Person who is a Dependant Child or under 18 years of age for Event 1. (Death) will be 10% of the Compensation stated in the Schedule of Compensation or \$20,000, whichever is the lesser amount.

4. **Weekly Benefits Limitation**

Compensation payable in respect of You under Section B or Section C [Weekly Benefits] is limited to the amount stated in the Schedule of Compensation or Your weekly Income, whichever is the lesser.

If You are entitled to receive:

- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect; or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
- (c) earned income from any other occupation;

then Compensation payable under Section B and Section C (Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to Your Income.

5. **Recurrence Of Temporary Total Or Partial Disablement (Weekly Benefits)**

If You receive Compensation under Section B or Section C [Weekly Benefits] and, while this Policy is in force, suffers a recurrence of Temporary Total or Partial Disablement from the same or related causes within 6 consecutive months of Your return to Your occupation on a full time basis, We will consider such Disablement to be a continuation of the prior claim period.

The period of recurring Disablement will be aggregated with the prior claim period and will not be subject to a new Elimination Period.

6. **Age Limits**

We will not be liable for any Event which happens to You unless at the date of the Event You are between the ages set out in the Policy Schedule.

SPECIAL PROVISIONS - ADDITIONAL BENEFITS

1. Rehabilitation Expenses

We will pay after the happening of an Event listed in Section B or Section C [Weekly Benefits] of this Policy expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with Our prior agreement and the agreement of Your attending Doctor.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six months.

2. Escalation Of Claim Benefit

After payment of the Compensation under Section B or Section C [Weekly Benefits] continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, We will increase the Compensation by 5 percent compound per annum.

CONDITIONS

1. Cover Commencement Date

Your cover under this Section shall become effective on the latest of the following dates:

- (a) on Your Effective Date of Coverage; or
- (b) where a proposal is required by Us, on the date of Our acceptance of Your written Proposal.

Provided always that if You are not regularly performing all the usual duties of Your occupation or are not fit to do so on the date Your insurance would otherwise become effective, then this Insurance will only take effect on the date of return to the regular performance of all Your usual duties or when You are certified fit to do so.

2. Change Of Occupation

You will give immediate written notice to Us of any change in the occupation of an Insured Person and will pay an additional premium if applicable.

No claim will be payable in respect of:

- (a) any Injury or Sickness arising out of or in the course of an occupation of greater risk than the occupation disclosed in Your application to Us unless We have agreed to the change; or
- (b) any Injury or Sickness where We have been prejudiced by such non-disclosure of change in occupation, to the extent that We have been prejudiced by such non-disclosure of change in occupation.

2(b) ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES

DESCRIPTION OF COVER

We will reimburse the Insured for reasonable and necessary Expenses incurred during a Policy Period to either:

(Alternative Employee)

1. Send a substitute person to complete Your original business commitments and objectives if You are unable to do so due to Your unexpected death, Injury or Sickness, or You have to return early to Your Country of Residence or place of departure following the unexpected death of a Relative during the period You are covered under this section; or

(Resumption of Assignment)

2. Return You whom We have repatriated back to Country of Residence, following an event covered under Cover 1 or Cover 3. Section 1, within 90 days of Your repatriation date to complete Your original business commitments and objectives.

The maximum amount We will pay is limited to the Sum Insured specified in the Schedule of Compensation.

DEFINITION

Expenses mean:

1. an economy return air flight for Interstate and Intrastate air trips within Australia;
2. a business class return air flight for international air trips (or economy class if the original Insured Person travelled economy class at the Insured's instruction); and
3. other essential expenses incurred in transportation of the substitute person or returning You.

EXCLUSIONS

In addition to the General Exclusions, We will not pay for any expenses:

1. Incurred when You are travelling against medical advice or to seek medical attention or advice, or are travelling with a terminal condition diagnosed prior to Your Effective Date of Coverage, or when You are unfit to travel.
2. Necessarily incurred as part of the original travel budget.

2(c) POLITICAL RISK AND NATURAL DISASTER EVACUATION

DESCRIPTION OF COVER

If during a Policy Period and when covered under this section You are outside Your Country of Residence; and

1. Officials in the country You are in recommend that certain categories of persons, which categories include You, should leave that country; or
2. You are expelled from or declared *persona non grata* in the country You are in; or
3. A major natural disaster has occurred in the country You are in which necessitates Your immediate evacuation in order to avoid risk of personal Injury or Sickness to Yourself;

We will pay:

4. (a) the reasonable costs of returning You to Your Country of Residence; or
(b) the reasonable costs of evacuating You to the nearest place of safety; and
5. Where You are unable to return to Your Country of Residence, the reasonable costs of accommodation, up to a maximum of two hundred and fifty dollars (\$250) per day for a maximum period of 14 days. This benefit is not payable in Your Country of Residence.

Note: If You need to leave the country You are in, Travel Guard™ must be contacted beforehand to confirm cover. Where possible Travel Guard™ will make the travel arrangements and in all cases We will decide where to send You.

The maximum amount We will pay is limited by the specified Sum Insured in the Schedule of Compensation.

EXCLUSIONS

In addition to the General Exclusions, We will not pay for any losses arising directly or indirectly out of:

1. You violating the laws or regulations of the country from which You are to be evacuated.
2. You failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation.
3. Any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.

4. Your or the Insured's failure to honour any contractual obligations or bond or to obey any conditions in a licence.
5. You being a national of the country from which You are to be evacuated.
6. The political unrest or natural disaster that resulted in Your evacuation being in existence prior to You entering the country or its occurrence being foreseeable to a reasonable person before You entered the country.

We will not pay:

7. In respect of any necessary air flight, more than the cost of a business class ticket.
8. In respect of the costs of accommodation for a period in excess of fourteen (14) days for any one event.
9. Expenses necessarily incurred as part of the original travel budget.
10. For more than one evacuation, in respect of You, during any 12 consecutive months period.

COVER 3 - CORPORATE TRAVEL INSURANCE BENEFITS

Important Matters

Cover 3 shall only apply if this Cover has been selected and this selection is shown on the Policy Schedule.

The Excess shown in the Policy Schedule does not apply to the Cover 3 - Corporate Travel Insurance Benefits.

SECTION 1 - LOSS OF DEPOSITS & ADDITIONAL EXPENSES

DESCRIPTION OF COVER

1. Loss of Deposits

We will reimburse You or the Insured:

The non-refundable unused portion of travel or accommodation arrangements paid for in advance by You or the Insured following necessary cancellation, alteration or in completion of Your Travel due to:

- (a) Your unexpected death, Injury or Sickness; or
- (b) the unexpected death, Serious Injury or Serious Sickness happening after the commencement date of the Travel, of Your Relative, close business associate or travelling companion, provided that this person is under 80 years of age; or
- (c) any other unforeseen circumstances occurring during Travel and outside the control of You or of the Insured, other than those circumstances described in (a) or (b) above or specifically covered elsewhere in this Policy.

2. Additional Cancellation / Curtailment / Interruption Expenses

We may choose to reimburse You or the Insured or pay direct to the provider, the expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred but less any refund on unused prepaid travel and accommodation arrangements, as a result of:

- (a) You suffering an Injury or Sickness during the Travel; or
- (b) You having to return to Country of Residence or place of departure within Country of Residence during the Travel due to the unexpected death, Serious Injury or Serious Sickness of a Relative, close business associate or travelling companion, provided that this person is under 80 years of age; or
- (c) any other unforeseen circumstances occurring during Travel and outside the control of You or of the Insured other than those circumstances described in (a) or (b) above or specifically covered elsewhere in this Policy.

Note: If you are required to return home early for any reason Travel Guard™ must be contacted beforehand to confirm cover. They will also assist with the travel arrangements.

3. Frequent Flyer Points

Where an airline ticket was purchased using frequent flyer or similar air points, We will pay You or the Insured for the frequent flyer or similar air points lost following cancellation of Your airline ticket. The amount payable will be calculated as follows:

- (a) the cost of the equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less Your or the Insured's financial contribution towards the airline ticket; multiplied by
- (b) the total value of points lost divided by the total value of points used to obtain the airline ticket.

For this Benefit to become payable:

- (a) the reason for cancellation must be an insured event under this Section of the Policy; and
- (b) the loss of such points cannot be recovered from any other source.

4. Other Expenses

We will pay:

- (a) **In Hospital Cash Benefit**
\$200 for each completed 24 hour period You are hospitalised overseas as an in-patient due to Injury or Sickness, up to a maximum of 25 days (ie \$5,000).
- (b) **Legal Expenses**
The reasonable legal costs actually and necessarily incurred as a result of Your false arrest or wrongful detention during Travel by any internationally recognised foreign Government, up to a maximum of \$50,000.
- (c) **Hijack**
\$1,000 for each 24 hour period that You are illegally detained during Travel as a result of the public transport on which You are travelling being hijacked; up to a maximum of 15 days (ie \$15,000).

The maximum amount We will pay is limited by the specified Sum Insured in the Schedule of Compensation.

EXCLUSIONS

In addition to the General Exclusions, We will not pay for any expenses arising directly or indirectly out of:

1. Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been media warning before the date the particular Travel was booked that such events were likely to occur.
2. Carrier caused delays where the cost of the expenses are recoverable from the carrier.
3. Any business or employment commitment, or financial or contractual obligation, of You, the Insured or any other person.
4. Any change of plans, or disinclination to Travel on the part of You or of any other person on whom Travel depends.
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or Travel.
6. You having a terminal condition which was diagnosed prior to commencement of the Travel, or You Travelling against medical advice or to seek medical attention or advice or when You are unfit do so.

SECTION 2 - LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS, MONEY AND CREDIT CARDS

DESCRIPTION OF COVER

1. **Property**
We will pay for the accidental loss of or damage to Your accompanied luggage, personal effects, portable business equipment (including computers and mobile phones) and business property (including business papers, specifications, manuscripts, and stationery for the cost of reproducing such documents but excluding research and development costs), that occurred during Travel.
2. **Mislaid Luggage**
We will pay the reasonable expenses incurred for the emergency replacement of essential items if during the Travel Your luggage is delayed, misdirected or temporarily misplaced by any carrier for more than 8 consecutive hours. The maximum amount We will pay is \$3,000. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items You needed to purchase.
3. **Travel Documents**
We will pay the non-recoverable cost of replacing Your travel documents, credit cards or travellers cheques should they be lost or damaged during Travel.

4. **Credit Card Fraud**

We will pay Your or the Insured's legal liability for payment arising out of unauthorised use of Your or the Insured's travel documents, credit cards or travellers cheques following theft during Travel by any person other than by You, a Relative or travelling companion. The maximum amount We will pay is \$3,000.

5. **Money**

We will pay for the accidental loss of Your cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments, that occurred during Travel.

In respect of money secured for the purpose of Travel, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the Travel whichever occurs last and shall continue for 72 hours after termination of the Travel or until deposited at the bank, whichever occurs first.

SUM INSURED

Except as provided for under 2. Mislaid Luggage, the maximum amount We will pay for any one item, set or pair of items is 25% of the Sum Insured for this Section or \$2,000, whichever is the greater, unless otherwise specified in the Schedule of Compensation.

The maximum amount We will pay is limited by the specified Sum Insured in the Schedule of Compensation.

BASIS OF SETTLEMENT

The basis of settlement under this Section will be the replacement value of items and at Our absolute discretion We may choose to replace, repair, or pay for the loss in cash.

CONDITIONS

1. It is a condition of payment under this Section that all loss or damage attributable to theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after the discovery of the loss, and a written acknowledgement of the report obtained.
2. Any loss of credit cards, travellers cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
3. You shall take all reasonable precautions for the safety and supervision of any insured luggage, personal effects, travel documents, money and credit cards.

EXCLUSIONS

In addition to the General Exclusions, We will not pay for:

1. Damage or loss arising from electrical or mechanical breakdown of any item.
2. Damage to or replacement of any electronic data or software.
3. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
4. 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.
5. Luggage, personal effects, business property, travel documents or money shipped under any freight agreement, or items sent by postal or courier services or given to someone else other than a travelling companion.
6. Losses due to depreciation or devaluation of currency.
7. Loss or damage arising from confiscation or destruction by Customs or any other authorities.
8. Losses recoverable from any other source, e.g. airlines, or other insurance including automatic credit card travel insurance.
9. Personal computers, mobile phones or any electronic equipment:

- (a) where theft or attempted theft occurs while such equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle, however this Exclusion 9(a) shall not apply in circumstances where You leave such property temporarily unattended whilst on any conveyance and have taken all reasonable precautions to safeguard the property and have no option other than to leave the property temporarily unattended; or
 - (b) whilst carried in or on any conveyance unless they accompany You as personal cabin luggage.
10. Contractual obligations in relation to a mobile phone purchase.
 11. Any goods intended for sale or trade in excess of \$1,000 in total.
 12. Household furniture and household appliances unless acquired during the Travel for personal use in Your country of Residence and non-portable business property, computer or electronic equipment.

SECTION 3 - MISSED TRANSPORT CONNECTION

DESCRIPTION OF COVER

Cover under this Section only applies where You are officially scheduled to attend a business meeting or conference during Travel which cannot be delayed because of Your late arrival.

We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries which You or the Insured may be entitled to receive from a carrier, to enable You to use alternative scheduled public transport services to arrive at Your destination on time, if due to any unforeseen circumstances outside Your or the Insured's control, You miss a scheduled transport connection and are unable to arrive at Your destination at the original scheduled time.

The maximum amount We will pay is limited by the specified Sum Insured in the Schedule of Compensation.

EXCLUSIONS

In addition to the General Exclusions, We will not pay for:

1. Any missed transport connection arising from a personal, business or employment commitment, or a financial or contractual obligation of You or the Insured or of any other person on whom the Travel depends.
2. Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or Travel.

SECTION 4 - RENTAL VEHICLE EXCESS COVER

DESCRIPTION OF COVER

We will reimburse You or the Insured for any excess or deductible which You or the Insured become legally liable to pay in respect of loss or damage to a Rental Vehicle during the rental period, not exceeding the Sum Insured specified in the Schedule of Compensation.

DEFINITIONS

Rental Vehicle means a rented sedan and/or station wagon, rented from a licensed motor vehicle rental company and shall not include any other style of vehicle.

CONDITIONS

1. The Rental Vehicle must be rented from a licensed rental agency.
2. You must comply with all requirements of the rental organisation under the rental agreement and of the insurer under such rental insurance.

EXCLUSIONS

In addition to the General Exclusions, We will not pay for:

1. Loss or damage arising from operation of the Rental Vehicle in violation of the terms of the rental agreement.
2. Wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

SECTION 5 - PERSONAL LIABILITY

DESCRIPTION OF COVER

We will pay all damages, compensation and legal expenses, up to the specified Sum Insured in the Schedule of Compensation for which You or the Insured become legally liable as a result of Your negligence during the Travel causing:

1. Bodily injury including death or illness of another person.
2. Loss of or damage to property.

CONDITIONS

It is a condition of payment under this Section that neither You nor the Insured admit fault or liability to any other person without Our prior written consent.

EXCLUSIONS

In addition to the General Exclusions, We will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Bodily injury to You or to any member of Your family ordinarily residing with You.
2. Bodily injury to any of Your or the Insured's employees arising out of or in the course of employment.
3. Loss of or damage to property owned by or in the control of You or any member of Your family ordinarily residing with You.
4. Loss of or damage to property or bodily injury, arising out of Your or the Insured's ownership, use or possession of any mechanically propelled vehicle (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft.
5. Loss of or damage to property or bodily injury, arising out of Your or the Insured's business or trade, or out of professional advice given by You or by the Insured.
6. Any contract unless such liability would have arisen in the absence of that contract.
7. Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia or the country in which the event giving rise to Your or the Insured's liability occurred.
8. Any claim for exemplary, punitive or aggravated damages.

SECTION 6 - EXTRA TERRITORIAL WORKERS COMPENSATION

DESCRIPTION OF COVER

This Section applies only:

1. With respect to the Insured Person(s) who are employed by the Insured who are deemed by any applicable Workers' Compensation Legislation to be workers employed by the Insured, who are employed or engaged within Australia in a managerial, clerical, administrative or sales capacity and whose employment or engagement is to be performed substantially within Australia;

2. If the Insured maintains in force during the currency of this Policy within Australia, Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by the Insured or the Insured is licensed under such laws as a self-insurer; and
3. While an Insured Person is working on a temporary basis (but not exceeding in any event ninety (90) days, unless otherwise agreed in writing by Us), outside the State or Territory in which the Insured Person's usual place of employment or employment base is located.

We will indemnify the Insured against:

1. The Insured's liability arising during the Policy Period to pay compensation benefits payable under any Workers' Compensation Legislation which provides compensation to injured workers or their dependants for death, personal injury or occupational disease arising out of or in the course of employment;
2. Damages at common law (but not where entitlement arises solely under any statute) arising out of the death, personal injury or occupational disease suffered by the Insured Person as a result of an accident or occurrence happening during the Policy Period in the circumstances set out above.

LIMIT OF LIABILITY

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

1. In the case of a claim for compensation benefits, to the difference between the amount so payable and the amount which the Insured Person(s) or their dependants are entitled to claim under any Workers' Compensation Insurance which the Insured is required to effect as described above, but not to exceed the specified Sum Insured in the Schedule of Compensation for all claims for compensation with respect to any one Insured Person and with respect to all Insured Person(s) during the Policy Period.
2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by the Insured and the amount of indemnity to which the Insured would have been entitled under any Workers' Compensation Legislation which the Insured is required to effect as described above, but not to exceed the specified Sum Insured in the Schedule of Compensation for this Section for all damages payable with respect to the death, personal injury or occupational disease of any one Insured Person or with respect to the death, personal injury or occupational disease of all Insured Person(s) occurring during the Policy Period.
3. The limit of liability is the Sum Insured shown in the Schedule of Compensation for the following:
 - (a) the Limit per week for weekly compensation for each Insured Person;
 - (b) the Limit in respect of all compensation, damages, costs and expenses arising out of any one accident whether involving one or more Insured Person(s);
 - (c) the aggregate Limit of Liability for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one Policy Period, whether involving one or more Insured Person(s).
4. Any benefits otherwise payable under Sections 1 and 2(a) of this Policy with respect to any Insured Person shall be reduced by the amount of any Compensation payable under this Section with respect to that Insured Person.

CONDITIONS

1. In the event of any occurrence giving rise to indemnity under this Section, We shall be entitled to exercise any right of recovery against any third party in the Insured's name and for Our own benefit and the Insured shall give us all such assistance as We may reasonably require.
2. The Insured shall, if required by Us, make available to Us such information and documentation with respect to the claim brought by the Insured Person including medical reports, report of Injury forms, claims forms and any other documentation which comes into the Insured's possession, and the Insured shall, if required by Us, authorise Us to have access to the files and information held by any Workers' Compensation Insurer with whom Insured has effected insurance.

EXCLUSIONS

In addition to the General Exclusions:

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

SECTION 7 - KIDNAP AND RANSOM AND EXTORTION

DESCRIPTION OF COVER

We will indemnify the Insured up to the specified Sum Insured in the Schedule of Compensation for Covered Losses should any of the following Events happen to You during the Travel:

1. Kidnapping or alleged Kidnapping of You; or
2. Personal Extortion threats against You.

COVERED LOSSES

We will indemnify the Insured for the following Covered Losses:

1. **Ransom Monies**
Ransom Monies paid by You or the Insured resulting directly from a Kidnapping or Extortion occurring during the Policy Period.
2. **In-Transit/Delivery**
Loss due to destruction, disappearance, confiscation or wrongful appropriation of Ransom Monies while being delivered to person(s) demanding the Ransom Monies by anyone who is authorised by You or the Insured to have custody of them; provided, however, that the Kidnapping or Extortion which gave rise to the delivery is covered by this Section.
3. **Expenses**
Any reasonable and necessary expenses incurred and paid by You or the Insured solely and directly as a result of an Event covered under this Section, including but not limited to:
 - (a) the amount paid by You or the Insured as reward to an Informant for information relevant to any Event;
 - (b) interest costs for a loan from a financial institution made to You or the Insured for the purpose of paying Ransom Monies;
 - (c) reasonable costs of travel and accommodations as follows:
 - (i) costs incurred by You or the Insured while attempting to negotiate an incident covered under an Event;
 - (ii) travel costs of a Victim to join their immediate family upon their release, and the travel costs of an employee to replace the Victim.
 - (d) salary, which shall mean the following:
 - (i) the amount of remuneration previously paid by the Insured at an annual rate including but not limited to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements that You would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the Kidnapping,) which the Insured continues to pay to or on behalf of You for the duration of the Kidnapping. Salary will be paid until the earliest of the following:
 - (1) up to 30 days after Your release, if You have not yet returned to work; or
 - (2) discovery of Your death;
 - (3) 120 days after We receive the last credible evidence that You are still alive; or
 - (4) 60 months after the date of the Kidnapping; and
 - (ii) the amount of remuneration, paid by the Insured at an annual rate, of an individual newly hired to conduct Your specific duties while You are absent due to a Kidnapping for so long as Your own salary under (i) above is covered.
 - (e) personal financial loss suffered by You solely and directly as the result of Your physical inability to attend to personal financial matters while a Victim of a Kidnapping (or while involved with the handling or the negotiation of the same). Coverage will include but not be limited to loss which results from Your failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to the Insured where they have indemnified You for these Losses;

- (f) rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Victim and the Victim's spouse and/or any Dependant children, up to a maximum of \$5,000 in aggregate;
- (g) reasonable and necessary fees and expenses of a qualified interpreter assisting You or the Insured following an Event;
- (h) judgments and settlements and defense costs;
- (i) defense costs, judgments, and settlements (with Our written consent) incurred as a result of any claim or suit brought by or on behalf of You (or Your heirs, estate, or legal representatives) against the Insured solely and directly as a result of a Kidnapping or Extortion provided such suit or claim is made within 12 consecutive months of Your release or death or the last credible Extortion threat made during the Policy Period, but in no event longer than 60 months after the commencement of the Kidnapping or Extortion. As additional conditions precedent to Our liability, the Insured will:
 - (i) immediately notify Us of the claim or suit;
 - (ii) not admit liability;
 - (iii) co-operate with Us in conducting the defense of the claim or suit.

We shall have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defense, and You and the Insured must co-operate with Us in this regard.

DEFINITIONS

1. **Advisory** means a formal recommendation of the Appropriate Authorities that an Insured Person or persons or a class of persons including them, leave, or refrain from travelling to a particular country or locality.
2. **Appropriate Authorities** means the Australian Department of Foreign Affairs and Trade.
3. **Extortion** means Personal Extortion as herein defined.
4. **Employee** means any person in the Insured's regular service of whom they compensate by salary, wages and/or commissions and have the right to govern in the performance of such service.
5. **Informant** means any person, other than You, providing information not otherwise obtainable, solely in return for a reward offered by the Insured.
6. **Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more Insured Persons (except a minor by his or her parent) for the purpose of demanding Ransom Monies.
7. **Personal Extortion or Extortion** means any threat or connected series of threats communicated to You or to the Insured for the purpose of demanding Ransom Monies; to
 1. kill, physically injure or kidnap You; and/or
 2. divulge any confidential, private or secret information unique to You in relation to the Insured's business;
 provided that Ransom Monies are not in Your possession at the time of the threat.
8. **Victim** means You who is the subject of an Event.

TERRITORY

This cover applies to incidents anywhere in the world except for:

- (a) the **insured person(s) country of residence**;
- (b) Iraq;
- (c) Colombia;
- (d) Mexico;

- (e) Venezuela;
- (f) Pakistan;
- (g) Nigeria;
- (h) Myanmar;
- (i) Afghanistan;
- (j) Sudan;
- (k) Iran;
- (l) Niger;
- (m) Democratic Republic of Congo;
- (n) Chad;
- (o) Yemen.

CONDITIONS

1. As a condition precedent to Our liability under Events, We must have approved the payment of Ransom Monies.
2. Prior to the payment of Ransom Monies, the Insured must make every reasonable effort to:
 - (a) determine that Event has actually occurred;
 - (b) give immediate oral and written notice to Us with periodic and timely updates concurrent with activity occurring during the incident; and
 - (c) if it appears to be in Your and the Insured's best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

EXCLUSIONS- In addition to the General Exclusions applying to all Sections.

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. The fraudulent, dishonest, or criminal acts of the Insured or any Insured Person, or any person authorised by the Insured to have custody of Ransom Monies. This Exclusion will not apply to the payment of Ransom Monies by You or the Insured in a situation where local authorities have declared such payment illegal.
2. Monies or property surrendered away from the Insured's Premises in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an Extortion or demand for Ransom Monies previously communicated to You or the Insured.
3. Monies or property surrendered on the Premises unless brought onto the Premises after receipt of an Extortion or demand for Ransom Monies for the purpose of paying that demand.
4. Actual loss of or damage to property of any description, including intellectual property, as a result of an Event or the carrying out of a Personal Extortion threat. This Exclusion does not apply to In-transit / Delivery loss of Ransom and or Extortion monies as described under Covered Losses 2.
5. Any loss from Kidnap or Extortion if You are permanently residing or are staying for more than 90 consecutive days in the Country where the Event occurs.

CONDITIONS

1. **Confidentiality:** You and the Insured will use all reasonable efforts not to disclose the existence of this Section. This condition will also apply to any excess or other insurance.

2. **Limits Of Liability:** For each Covered Loss the maximum limit and aggregate limit of Our liability will not exceed the specified Sum Insured(s) in the Schedule of Compensation and Policy Schedule by reason of any one Event, except where stated to the contrary. All Covered Losses will be deemed to have been incurred during the Policy Period in which the Event occurred.
3. **Due Diligence:** You and the Insured will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this Section.
4. **Other Insurance:** The Insurance provided under this policy will be excess over any other valid and collectable bond or insurance.
5. **Statement Of Loss:** The Insured will file a detailed, sworn Statement of Loss with Us as soon as possible after the date of loss.
6. **Non-Employee Directors:** In the event that any one of the Insured's directors, who is not their employee, is an insured person under any other similar policy or policies issued by Us (or by any other member or affiliated insurance company of Chartis) and a loss involving that director is reported under this Policy and under one or more such other policies, then Our aggregate liability (including that of any of Our other member Company(ies)) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies.
7. **Non-Assignment:** This Section may not be assigned or transferred.
8. **Assistance and Co-operation:** You and the Insured will co-operate with Us in all matters relating to this insurance. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in achieving settlements, and in conducting litigation, arbitration, or other proceedings.
9. **Inspection and Audit:** We may examine and audit the Insured's business documents, relating to the subject matter of this insurance, until 3 years after this Policy has expired or has been cancelled. Any premium due for exposures which exist but were not reported will be determined by Our audit.
10. **Recoveries:** In the event of any payment under this Section, all recoveries, net of Our actual recovery cost, will be distributed firstly to Us for all amounts paid by Us under this Policy and any remainder will be paid to the Insured.
11. **Action Against Company:** No suit, action or proceeding for recovery of any loss under this Section will be sustainable in any court of law, equity or other tribunal unless all the requirements of this Section are complied with and it is commenced within 12 consecutive months after the Insured has filed a Statement of Loss with Us.
12. **Concealment, Misrepresentation, or Fraud:** This Section is null and void in case of fraud, concealment, or misrepresentation by You or the Insured of a material fact concerning:
 - (a) This insurance or the procurement of it; or
 - (b) an Insured Person; or
 - (c) the Insured's interest in an Insured Person; or
 - (d) any loss or claim presented to Us.
13. **Changes:** Notice to any of Our representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of the policy or stop Us from asserting any right under the terms of this Policy, nor will the terms of this Policy be waived or changed unless agreed to in writing by Us.
14. **Notices:** Except as indicated to the contrary, all notices, applications, demands and requests provided for in this Section will be in writing and will be given to or made upon either party at its address shown in the Policy.

EMERGENCY ASSISTANCE SERVICE (Travel Guard™)

Assistance When Overseas

(Travel Guard™ arranges access to the following services free of charge, subject to the terms and conditions of the Policy)

You have access to the worldwide services of Travel Guard™.

In the event of an emergency overseas, You can phone our assistance help line – **61 2 9251 4298** (reverse charge where available) - for advice or if appropriate direct assistance. The Travel Guard™ telephone number is shown on the Emergency Assistance Card which has been supplied. We strongly recommend that this card be carried by You at all times when travelling overseas.

Travel Guard™ provides, through a professional assistance provider, access to a highly trained team of assistance personnel (including medical professionals) who are available 24 hours a day to assist You with medical emergencies and any other travel related problem You may experience overseas.

The service doesn't stop at medical concerns. Information regarding the terms and conditions of this Policy, assistance with claiming for the replacement of lost or stolen luggage or assistance with any other travel related concern (as outlined below) is only a telephone call away. Travel Guard™ staff are trained to respond.

We encourage You to use the service and in the event You or a travelling companion requires major medical treatment overseas or to be evacuated or repatriated it is a requirement that You contact Travel Guard™ for assistance before the event takes place or where the circumstances prevent this as soon as possible thereafter.

TRAVEL GUARD™ SERVICES

- o Pre-departure health information.
- o Access to a registered medical practitioner for emergency assistance and advice.
- o Emergency transportation to the nearest suitable hospital.
- o Payment guarantees to hospitals and insurance verification.
- o Second opinions on surgery.
- o Hospital case management.
- o Emergency evacuation to the Insured Person's home if necessary.
- o Advice to the family at home of the Insured Person's medical condition and progress.
- o You will be kept informed of Insured Person's condition and progress.
- o Location of Australian Embassies and Consulates.
- o Legal referral service.
- o Assistance in replacing travel documents and passports.
- o Assistance in cancelling and replacing lost or stolen credit cards and Insured Persons cheques.
- o Assistance and advice regarding the replacement of lost or stolen luggage.
- o Urgent message service and emergency travel planning.

IMPORTANT

- **The phone number You call any time any where in the World is 61 2 9251 4298 (reverse charge where available). This is an Australian number and is shown on the Emergency Assistance Card supplied. If you have not received this card or require more cards please contact Us.**
- **If You are travelling to an area with poor telecommunication then please ensure that they have the facility to contact our assistance HELP line. Calls made to test the line of communication in remote areas are encouraged.**
- **Wherever possible, before You call Travel Guard™, please make sure that You have all the relevant information close at hand including details concerning what has transpired, the assistance You require and importantly a contact phone number. Although the service Travel Guard™ can provide may be limited due to the lack of facilities in the area where you are located, in every instance they will do their utmost to assist You.**

