



# Corporate Travel Insurance

PRODUCT DISCLOSURE STATEMENT  
POLICY WORDING

Effective 1 October 2005



## Table Of Contents

---

Table Of Contents	1
Schedule of Benefits	2
Product Disclosure Statement	3
Contacting Mondial Assistance	3
About This Policy Document	6
Important Matters	6
Words With Special Meanings	7
Our Contract with You	8
General Exclusions Applicable To All Sections	9
Section 1 – Cancellation Charges	9
Section 2 – Overseas Emergency Medical Expenses	10
Section 3 – Additional Expenses for Travel and Accommodation	11
Section 4 – Cash Paid while the Insured Person is in Hospital	11
Section 5 – Delayed Travel	12
Section 6A – Personal Baggage	12
Section 6B – Replacing Essential Personal Items	13
Section 6C – Travel Documents, Credit Cards, Travellers Cheques	13
Section 6D – Money, Bank or Currency Notes or Negotiable Instruments	14
Section 6E – Business Documents	14
Section 7 – Personal Legal Liability	14
Section 8 – Substitute Person to Complete Your Business	15
Section 9 – Emergency Alternative Travel	15
Section 10 – Loss of Income	16
Section 11 – Personal Injury	16
Section 12 – Rental Car Excess	17
Section 13 – Kidnap and Ransom	17
Section 14 – Political Risk, Environmental and Natural Disaster Evacuation Expenses	18
Section 15 – Extra Territorial Workers’ Compensation	18
Making a Claim	20

If your Policy has been issued through our authorised representative or a broker who is acting under an agency arrangement such as a binder with us, then they are acting as our agent and not as your agent.

If your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with us, then the broker is acting as your agent.

Note: You may purchase insurance through the insurer of your choice. Where your Policy has been arranged through an intermediary, a commission is payable by us to them for arranging the insurance.

# Schedule of Benefits

<b>Section 1 – Cancellation Charges</b>	
Maximum for Travel Agents Cancellation Fees, lesser of 10% of journey cost or	\$1,000
Maximum in respect of all claims arising out of any one event	\$100,000
<b>Section 2 – Overseas Emergency Medical Expenses</b>	
Maximum in respect of all claims arising out of any one event	\$10,000,000
Overseas Assistance	included
Overseas Emergency Medical Evacuation	Included
<b>Section 3 – Additional Expenses for Travel and Accommodation</b>	
Maximum for Additional Expenses in respect of all claims arising out of any one event	\$100,000
Maximum for Resumption of Journey Additional Benefit	\$4,000
<b>Section 4 – Cash paid while the Insured Person is in Hospital</b>	
Maximum per day	\$100
Maximum in respect of all claims arising out of any one event	\$6,000
<b>Section 5 – Delayed Travel</b>	
Amount for Delayed Travel for each 12 hour period	\$200
Maximum in respect of all claims arising out of any one event	\$4,000
<b>Section 6A – Personal Baggage</b>	
Maximum in respect of all claims arising out of any one event	\$20,000
For Cameras or Video Recorders – Maximum per item	\$3,000
Portable Business Equipment – Maximum per item	\$6,000
All other Personal Baggage items – Maximum per item	\$2,500
<b>Section 6B – Replacing Essential Personal Items</b>	
Maximum in respect of all claims arising out of any event	\$2,500
<b>Section 6C – Travel Documents, Credit Cards, Travellers Cheques</b>	
Maximum in respect of all claims arising out of any event	\$2,500
<b>Section 6D – Money, Bank or Currency Notes or Negotiable Instruments</b>	
Maximum in respect of all claims arising out of any event	\$1,000
<b>Section 6E – Business Documents</b>	
Maximum in respect of all claims arising out of any event	\$2,500
<b>Section 7 – Personal Legal Liability</b>	
Maximum in respect of all claims arising out of any event	\$10,000,000
<b>Section 8 – Substitute Person to Complete Your Business</b>	
Maximum in respect of all claims arising out of any event	\$10,000
<b>Section 9 – Emergency Alternative Travel</b>	
Maximum in respect of all claims arising out of any event	\$4,000
<b>Section 10 – Loss of Income</b>	
Maximum per month	\$6,000
Excess Period	30 days
Benefit Period	104 weeks
<b>Section 11 – Personal Injury</b>	
Accidental Death – Capital Benefit	\$200,000
Accidental Total and Permanent Disability – Capital Benefit	\$200,000
Additional Capital Benefits	\$10,000
Aggregate Limit for all Insured Persons	\$5,000,000
<b>Section 12 – Rental Car Excess</b>	
Maximum in respect of all claims arising out of any event	\$5,000
<b>Section 13 – Kidnap and Ransom</b>	
Maximum in respect of all claims arising out of any event	\$200,000
<b>Section 14 – Political Risk, Environmental and Natural Disaster Evacuation Expenses</b>	
Maximum in respect of all claims arising out of any event	\$25,000
<b>Section 15 – Extra Territorial Worker's Compensation</b>	
Maximum per week in respect of compensation	\$6,000
Maximum in respect of damages and costs at common law	\$500,000
Maximum in respect of compensation and damages arising out of any one event in respect of any one Insured Person	\$500,000
Maximum Aggregate Limit of Liability for all Insured Persons per Period of Insurance	\$1,000,000

# Product Disclosure Statement

This policy wording is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act 2001 (Cth) and contains information designed to help you decide whether to buy the policy.

## About Mondial Assistance

Mondial Assistance is part of the world's largest assistance organisations and specialises in providing high quality customer services including global medical assistance and a range of travel and health insurance products and services.

Mondial Assistance is the trading name of ETI Australia Pty Ltd ABN 52 097 227 177 AFS Licence No. 245 631. Mondial Assistance has been appointed and authorised by Allianz, as its agent, to:

- enter into and arrange this Policy;
- deal with and settle claims under this Policy; and
- administer all emergency assistance services and benefits of this Policy.

When Mondial Assistance does these things, it is acting as the agent of Allianz, not as your agent.

You may contact Mondial Assistance in an emergency 24 hours a day, 7 days a week.

## About Allianz

Allianz Australia Insurance Limited (Allianz) ABN 15 000 122 850 AFS Licence No. 234 708 is the insurer of this Policy and is one of Australia's largest general insurers. Allianz utilises years of local expertise, combined with global experience to offer a wide range of products and services to its customers. As a member of the worldwide Allianz Group, Allianz is committed to continuous improvement of its products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

## Contacting Mondial Assistance

Contacting us is easy. You may call us, mail us, email us or obtain further information from our web site [www.mondial-assistance.com.au](http://www.mondial-assistance.com.au).

## Claims enquiries

In the event of a claim, you should advise us immediately. However if you are not in Australia when the claim occurs, then you may find it easier to make the claim immediately on your return to Australia.

To advise us of a claim, or for any other enquiries, please:

- call us on 1300 725 154 from within Australia;
- email us at [travelclaims@mondial-assistance.com.au](mailto:travelclaims@mondial-assistance.com.au); or
- mail us at PO Box 162, Toowong QLD 4006.

**Please note:** for claims purposes, evidence of the value of the property insured or the amount of any loss must be kept.

## 24 hour emergency assistance

In the event of an emergency, please:

- call us on 1800 010 261 from within Australia;
- call us on 61 7 3305 7499 (reverse charge) from anywhere in the world; or
- email us at [travel\\_assistance@mondial-assistance.com.au](mailto:travel_assistance@mondial-assistance.com.au).

## Sales enquiries

For a sales enquiry or if you require any other information, please:

- call us on 1800 008 614 from within Australia;
- email us at [sales@worldcare.com.au](mailto:sales@worldcare.com.au)

## Summary of Benefits

Summary of benefits only (See relevant Section for details, relevant limits, and specific conditions and exclusions that apply).

BENEFIT	DESCRIPTION
<b>SECTION 1</b> Cancellation Charges	We will reimburse any cancellation charges for travel or accommodation or travel agent fees that the Insured Person incurs if their travel or accommodation is cancelled by circumstances beyond their control.
<b>SECTION 2</b> Overseas Emergency Medical Expenses	We will cover you for certain hospital and other medical expenses that the Insured Person incurs outside of Australia during their journey as well as ongoing expenses incurred in Australia.
<b>SECTION 3</b> Additional Expenses for Travel and Accommodation	We will cover you for the additional travel and accommodation expenses that the Insured Person incurs during their journey as a result of injury or illness. We will also pay your additional travel and accommodation costs to resume the journey if the insured person was forced to return to Australia as a result of the injury or illness.
<b>SECTION 4</b> Cash Paid while the Insured Person is in Hospital	We will pay you a cash allowance of \$100 for each day that the Insured Person is a patient in an overseas hospital, provided that the Insured Person was in hospital for more than two days.
<b>SECTION 5</b> Delayed Travel	We will reimburse you for the accommodation and meal expenses that the Insured Person incurs if their scheduled transport is delayed for 12 hours or more.
<b>SECTION 6A</b> Personal Baggage	We will pay for the loss or damage to the Insured Person's personal baggage, clothing or personal effects that the insured person takes with them or buys on their journey.

## Summary of Benefits (continued)

BENEFIT	DESCRIPTION
<b>SECTION 6B</b> Replacing Essential Personal Items	We will reimburse you for the costs the Insured Person incurs in replacing essential personal items that they need whilst waiting for the return of their baggage that is temporarily lost during their journey.
<b>SECTION 6C</b> Travel Documents, Credit Cards, Travellers Cheques	We will pay for the cost of replacing the Insured Person's personal travel documents, credit cards, travellers cheques and also the legal liability arising due to the unauthorised use of their personal travel documents, credit cards, travellers cheques.
<b>SECTION 6D</b> Money, Bank or Currency Notes or Negotiable Instruments	We will reimburse you for the accidental loss of money and negotiable instruments that the Insured Person has taken on the journey for personal use. We will also pay for any legal liability that arises from the unauthorised use of the money or negotiable instruments.
<b>SECTION 6E</b> Business Documents	We will pay the cost of replacing business documents that are stolen on the Insured Person's journey.
<b>SECTION 7</b> Personal Legal Liability	We will indemnify you and the Insured Person against amounts which you and Insured Person are legally liable to pay as a result of a court order made against you or Insured Person for bodily injury, death or illness caused to a third party or for loss or damage to property owned by a third party. We will also pay for the legal costs of defending such a court action.
<b>SECTION 8</b> Substitute Person to Complete Your Business	We will pay for the costs of a substitute person completing the original business purpose of the Insured Person's journey that the Insured Person was unable to complete due to injury or illness.
<b>SECTION 9</b> Emergency Alternative Travel	We will reimburse the costs of emergency alternative travel that you incur as a result of riot, strike, civil commotion, hijack or natural disaster to enable the Insured Person to attend business meetings or conferences that cannot be delayed.
<b>SECTION 10</b> Loss of Income	We will pay you the Insured Person's average weekly income if the Insured Person is incapacitated for more than 30 days as a result of injury occurring during the journey.
<b>SECTION 11</b> Personal Injury	We will pay a defined amount as a death benefit or a defined amount for certain major disabilities (eg blindness or loss of limbs) suffered during the journey by the Insured Person.

BENEFIT	DESCRIPTION
<b>SECTION 12</b> Rental Car Excess	We will reimburse you for any excess you or the Insured Person pay to a vehicle rental hire company if the Insured Person has an accident during their journey.
<b>SECTION 13</b> Kidnap and Ransom	We will reimburse you ransom monies paid by you following kidnapping or alleged kidnapping of an Insured Person during their journey.
<b>SECTION 14</b> Political Risk, Environmental and Natural Disaster Evacuation Expenses	We will pay for the costs of returning the Insured person to Australia and/or evacuating the Insured Person from the country they are in if the government or consular officials recommend that the Insured Person leave the country they are in or if they are expelled from the country they are in or there is an environmental or natural disaster.
<b>SECTION 15</b> Extra Territorial Workers' Compensation	We will pay for your worker who is outside of Australia if they sustain an occupational disease or injury and you are required to pay amounts under any workers' compensation law in that country or pay for a court award made against you arising from the occupational disease or injury.

## Understanding your Policy and its important terms and conditions

To properly understand this Policy's significant features, benefits and risks you need to carefully read:

- each of the types of cover and benefits in the relevant Section 1 to Section 15. The sub headings "What we will pay for" and "What we will not pay for" describe the coverage and exclusions within each Section. The cover provided under each Section can be affected by the following;
- the rest of this "Product Disclosure Statement" and "Important Matters". These set out how you apply for cover, the basis on which we insure you, the Duty of Disclosure you need to meet before we insure you, our privacy, information and our dispute resolution procedures;
- the Section titled "Words with Special Meanings" – it sets out what we mean by certain words used in your Policy. Each Section may also use Words with Special Meanings which are applicable to that Section only;
- the Section titled "General Exclusions Applicable To All Sections" – it sets out the general exclusions that apply to all Sections;
- the Certificate of Insurance and any endorsements or other written changes to the cover we issue you with – these contain specific details relevant to you and can affect the cover;
- the Certificate of Insurance also sets out several important matters which include the period of insurance and the name of the insured

- the Section titled “Making a Claim” which sets out certain obligations upon you if you wish to make a claim. If you do not meet them we may be able to refuse to pay a claim.

## About This Policy Wording

This Policy Wording sets out the cover available and the standard Terms and Conditions which apply. You need to read it carefully to make sure you understand that it meets your needs. In particular, read the Important Matters Section below.

### HEADINGS

The headings do not form part of the Policy itself. Their only purpose is to give you a general guide about the content of the text.

### HOW TO TAKE OUT YOUR POLICY

Once you have paid the premium we will provide you with a Certificate of Insurance, which will entitle you to claim up to the amount stated in the Certificate of Insurance. The Certificate of Insurance, the Product Disclosure Statement and Policy Wording and any written endorsements issued by us, make up your contract. If you are satisfied with the cover please retain these documents in a safe place.

## Important Matters

### Period of Cover

‘TRAVEL’ means travel undertaken for the primary purpose of conducting business of the Insured which is authorised by the Insured and shall include associated leisure travel.

Cover commences from the time the Insured Person leaves his or her normal residence or place of business, whichever is the place of departure for the commencement of the travel and continues for a maximum period of 180 consecutive days or until the Insured Person returns to his or her normal residence or place of business, whichever occurs first.

### Policy Cover

Covers includes benefits (Sections 1 to 15) whilst travelling internationally and (Sections 1, 3, 5 to 15) whilst travelling in Australia which involves an interstate destination or intrastate destination (minimum of 100km from residence or place of business).

### Applying for cover

When you apply for your Policy by completing a Proposal, we or our representative will confirm with you:

- the covers you require including the property you wish to cover, the limits you require for certain covers (if optional), whether any third parties will be noted as having an interest, and the Excesses that you must contribute for certain claims – we only cover you for those Policy Sections and Optional benefits shown as covered on the Certificate of Insurance up to the relevant specified limits. The maximum amount we will pay will not exceed the relevant Limit of Indemnity for the relevant Policy Section shown as insured on the Certificate of Insurance.

Your Policy sets out the cover we provide. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and may have to bear part of any loss yourself.

- whether any standard terms need to be varied (this may be by way of an endorsement);
- the Period of Insurance;
- your premium – the base premium we charge varies according to a number of factors, such as your risk profile e.g. the cover selected, other persons being insured, the destination you are travelling to and your claims history. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) where applicable. We tell you the total amount payable when you apply and when and how it can be paid. This is confirmed in the Certificate of Insurance we issue to you.
- The above details are recorded in the Certificate of Insurance we issue to you after cover is entered into.

### Basis on which we insure you

We agree to insure you:

- based on the information provided in your Proposal and subject to payment of the required premium by the required date;
- in accordance with your Policy terms and conditions – your Policy is made up of this Policy Document, the Certificate of Insurance and any written endorsements we issue to you. You should carefully read all of these as if they are one document and keep them in a safe place.

If you require further information about your Policy or wish to confirm a transaction, call us on 1800 008 614.

### Renewal Procedure

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

### Your Duty of Disclosure

Before you enter into this Policy with us, the Insurance Contract Acts 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your Proposal for Insurance is acceptable and to calculate how much premium is required for your Policy.

You will be asked various questions when you first apply for your Policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances would be expected to tell us.

If you renew, vary, extend, reinstate or replace the Policy you duty is to tell us before that time, every matter known to you which:

- you know; or
- a reasonable person in the circumstances could be expected to know,

is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

You do not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know as an insurer; or
- we tell you we do not need to know.

#### **WHO DOES THE DUTY APPLY TO?**

All Insured Persons must comply with the duty.

#### **WHAT HAPPENS IF YOU OR THEY BREAK THE DUTY?**

If you or they do not comply with the Duty of Disclosure, we may cancel the Policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

#### **GENERAL INSURANCE CODE OF PRACTICE**

We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the General Insurance Industry.

For more information on the Code, or if you have any enquiry or complaint relating to your Policy contact Mondial Assistance on 1800 077 522. Please contact Mondial Assistance if you believe we have let you down in our service in any other way.

#### **Privacy Act 1988 – Information**

Any personal information you provide is used by us and our agents to evaluate, arrange your Policy and administer and provide the insurance services and manage your and our rights and obligations in relation to the Insurance services, including managing, processing and investigating claims.

This personal information may be disclosed (and received from) third parties involved in the above process, such as travel consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, legal and other professional advisors, your agents and related companies. The use and disclosure of the personal information will be provided to third parties for the primary purposes stated above. The personal information (but not sensitive information) may also be used for a secondary purpose, but only if you would reasonably expect us to use that information for such secondary purpose.

When you give personal information about other individuals, we and our agents rely on you to have made or make them aware:

- that you will or may provide their information to us;
- the types of third parties to whom the information may be provided;
- the relevant purposes we and the third parties will disclose it to, will use it for; and
- how they can access it.

We rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us or our Agents before you provide the relevant information.

You can seek access to and correct your personal information by contacting Mondial Assistance. In cases where we do not agree to give you access to some personal information, we will give you reason why. If you do not agree to the above or will not provide us the personal information, we may not be able to provide you with our services or products or may not be able to process your application nor issue you with a Policy.

#### **Information on this Product Disclosure Statement (PDS)**

Your Policy provides a number of covers which may or may not be provided to you as a retail client under the Corporations Act 2001 (Cth) (the Act) depending on your circumstances. Only the parts of your Policy Document relevant to cover provided to you as a retail client and any other documents we tell you are included, make up the PDS for the purposes of the Act. It is important that you read this document and all other Policy documentation we provide to ensure you are happy with the cover you choose. Ask us if you have any concerns.

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the telephone number provided on the back cover of your PDS. If the update is to correct a misleading or deceptive statement, or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, we will provide you with a new PDS or a supplementary PDS. Preparation Date 1/10/2005.

#### **YOUR POLICY RESPONSIBILITIES**

Under your Policy there are rights and responsibilities which you and we have. You must read this Policy in full for more details, but there are some you should be aware of:

#### **JURISDICTION AND CHOICE OF LAW**

This Contract of Insurance is governed by and construed in accordance with the law of the state in which the policy was issued in and you agree to submit to the exclusive jurisdiction of the courts of the state in which the policy was issued in. You agree that it is your intention that this "Jurisdiction and Choice of Law" clause applies.

#### **PRE-EXISTING MEDICAL CONDITIONS**

This Policy does not provide cover for any pre-existing medical conditions.

#### **COOLING OF PERIOD/MONEY BACK GUARANTEE**

If you decide that you do not want this Policy, you may cancel it within 14 days after the issue of your Certificate of Insurance, and you will be given a full refund of the premium you paid, provided you have not started the journey and you do not want to make a claim or to exercise any other right under the Policy.

#### **CONFIRMATION OF COVER**

To confirm any Policy transaction (eg. if the Certificate of Insurance does not have all the information you require), call Worldcare on 1800 008 614.

#### **DISPUTE RESOLUTION PROCESS**

Our Enquiries and Complaints Manager, who has an independent decision making authority, will normally consider any complaint within 15 business days. If this does not resolve the matter, or you are not satisfied with the way the complaint has been dealt with, you may contact the Industry's independent external complaints scheme:

Insurance Ombudsman Service Limited  
PO Box 561 Melbourne VIC 8007  
Ph: 1300 780 808

#### **CLAIMS PROCESSING**

We will process your claim within 10 working days of receiving a completed claim form and all necessary documentation. If we need additional information, a written notification will be sent to you within 10 working days.

## EXTENSION OF YOUR POLICY

If the Insured Person is unable to return to their home in Australia within the period of Insurance because:

- a registered medical practitioner advises them in writing to suspend their journey because of a medical condition; or
- the transport on which they are booked to travel to their home in Australia is delayed for circumstances outside their control,

We will extend the period of Insurance to allow them to complete their journey by the next available and convenient means of transportation.

## CHOICE OF DOCTOR

The Insured Person is free to choose their own medical advisor or we can appoint an approved medical adviser to see them, unless they are treated under a Reciprocal Health Agreement.

The Insured Person must, however, advise Mondial Assistance of their admittance to hospital or their early return to Australia based on medical advice.

If the Insured Person does not receive the medical treatment they expect, Mondial Assistance can assist them but we and the agent of Mondial Assistance are not liable for anything that results from that advice.

## OVERSEAS HOSPITALISATION OR MEDICAL EVACUATION

For emergency assistance anywhere in the world at any time, Mondial Assistance is only a telephone call away. Our team will help with medical problems, locating nearest medical facilities, arranging the Insured person's evacuation home if necessary, locating nearest embassies and consulates, as well as keeping them in touch with their family and you in an emergency. If the Insured Person is not hospitalised but is treated as an outpatient and the total cost of such treatment will exceed \$2,000 they must contact Mondial Assistance.

# Words With Special Meanings

Some words used in the Policy that have special meanings are defined here.

**“act of terrorism”** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“blind” or “blindness”** (caused by accidental means only) means the total and permanent loss of sight in both eyes as defined from time to time by the Royal Blind Society (NSW) and confirmed by an ophthalmologist. The current definition provided by the Royal Blind Society as of October 2000 is:

- visual acuity less than 6/60 in both eyes after correction.
- a field of vision constricted to 10° or less of arc.
- a combination of visual defect resulting in the same degree of visual impairment as that occurring the above.

**“break”** means a complete break of a bone and does not include a fracture.

**“depreciation”** means the accounting process we use to work out how much to reduce the value of your property or the Insured person's property by because of its age and condition.

**“economically repaired”** means that it costs less to repair the item than to replace it.

**“excess”** means the amount you must pay towards a Claim under some Sections of the Policy. We will only apply one excess to all Claims arising out of the same event. You will find the amount of the excess in the Policy wording.

**“financial failure”** means the insolvency, bankruptcy provisional liquidation, winding up, the appointment of a Receiver, Manager or Administrator, entry into any official or unofficial arrangement with creditors, stopping the payment of debts, a restructure or composition with creditors or the happening of anything of a similar nature under the laws of any jurisdiction.

**“forcible or violent entry”** means there is physical evidence that an uninvited person has used something other than a key or remote control to force entry or access.

**“head trauma”** (caused by accident only) means a head injury that has, as determined by a specialist brain injury unit in a hospital, resulted in permanent neurological and/or cognitive deficit causing significant functional impairment lasting at least 6 months and likely to persist.

**“injury”** means bodily harm caused by or arising out of accidental, external and visible means.

**“Insured Person”** means the directors, officers and/or employees of the Insured plus their spouse and dependent children under 21 years of age and special persons travelling with the Insured Person, all of whom are under 75 years of age.

**“journey”** means the travel we insure the Insured Person for that starts when they leave their normal residence or place of business, whichever is the place of departure for the commencement of the travel and continues for a maximum period of 180 consecutive days or until the Insured Person returns to his or her normal residence or place of business, whichever occurs first.

**“kidnapped” or “kidnapping”** means the seizing, detaining or carrying away of the Insured Person (except a dependent special person by his or her parent) by force or fraud for the purpose of demanding ransom monies.

**“loss of limbs”** means total and permanent loss of use of :

- both feet; or
- both hands; or
- one hand and one foot.

**“motor vehicle”** means a rented or hired sedan and/or station sedan and other non-commercial vehicle, including any four wheel drive which is not used for the carriage of commercial goods, which is rented or hired from a licensed Motor Vehicle / hire company and shall not include any other vehicle unless such vehicle is of similar standard and engine capacity to which the Insured Person is accustomed.

**“negotiable instrument”** means legal document that represents money and that can be legally transferred in title from one person to another.

**“paralysis” (caused by accident only)** means the total and permanent loss of function of one or more limbs resulting from spinal cord injury or from brain injury. Included in this definition are Paraplegia, Diplegia and Hemiplegia.

**“period of Insurance”** means the period we insure you for under your Policy. The period of Insurance is 12 months from the Effective Date of the Policy and ends on the Expiry Date shown on the Policy.

**“permanent”** means continuing for at least twelve months and which thereafter will, in all probability, continue for life.

**“pre-existing medical condition”** means:

- an ongoing medical or dental condition or related complication the Insured Person has the symptoms of which they are aware of, or that is currently being or has been investigated by a medical advisor, dentist, chiropractor or physiotherapist or any medical condition; or
- a medical or dental condition for which advice, treatment or medication has been prescribed by one of the people listed in this definition, within 90 days before you purchased this Policy; or
- pregnancy.

This definition applies to the Insured Person and/or Special Person (whether travelling with the Insured Person or not).

**“public place”** means any place that the public has access to, including but not limited to, planes, taxis, buses, trains, shops, airports, railway stations, streets, museums, galleries, hotel foyers and general access areas, beaches, restaurants and public toilets.

**“ransom monies”** means any monetary loss which you incur in the delivery of cash, marketable goods, services or property to secure the release of the Kidnapped Insured Person.

**“relative”** means any of the following who are resident in Australia and under 85 years of age: fiancé, fiancée, spouse, legally recognised de facto, parent, parent-in-law, son, daughter, daughter-in-law, son-in-law, stepson, stepdaughter, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, step-parent, or guardian.

**“severe burns” (caused by accident only)** means full thickness burns to:

- at least 40% of the body surface area; or
- both hands, requiring surgical debridement and/or grafting; or
- the face, requiring surgical debridement and/or grafting.

**“special person”** means:

- an Insured Person’s close business associate who is under 75 years of age and is permanently residing in Australia; or
- an Insured Person’s close business associate under 75 years of age who has made prior arrangements to travel with an Insured Person on their journey.

**“Total disablement”** means as a result of injury that entirely prevents an Insured Person from:

- Carrying out all the normal duties of their usual occupation, business or profession, or
- Carrying out all the normal duties of all their occupations where they are engaged in more than one occupation.

**“unsupervised”** means the Insured Person leaving their luggage:

- with a person they have not previously met;
- in a position where it can be taken without their knowledge;
- at such a distance from them that they are unable to prevent it from being taken.

**“we” or “our” or “us”** means the Insurer of your Policy, Allianz Australia Insurance Limited, or its Agent ETI Australia Pty Ltd, trading as Mondial Assistance.

**“you” and “your”** means the Company in the Certificate of Insurance as the Insured.

## Our Contract with You

---

### THE CONTRACT

In the Insurance Contract between you the Insured and Allianz:

- we agree to provide you with the Insurance you select (this is shown in your Certificate of Insurance); and
- you agree to pay us:
  - the required Premium; and
  - any relevant Government charges.

These two amounts add up to the total amount you must pay us.

You must pay us this total amount when you first take out your Policy. Please note, your Policy only commences when you pay this total amount. If you have not paid, you have no cover.

### TERMS AND CONDITIONS OF THE CONTRACT

All the Terms and Conditions of the Insurance Contract are set out in:

- this Policy; and
- your Certificate of Insurance and any endorsement in writing.

These Terms and Conditions apply if you have to make a Claim so it is important that:

- you read this Policy and your Certificate of Insurance carefully; and
- you check that your details on your Certificate of Insurance are correct; and
- you keep the Policy and Certificate of Insurance together in a safe place; and
- the Insured person keeps receipts for items purchased in Australia or overseas.

### HOW MUCH PROTECTION DO WE PROVIDE?

The Insurance we offer you is set out in the Policy.

It is important that you:

- read all the Policy before you buy it to make sure that it gives you the protection you need; and
- are aware of the limits of the amounts we will pay you.

You will find these limits:

- stated in the Policy itself (these are our standard Policy limits); and
- stated in your Certificate of Insurance.

## General Exclusions Applicable To All Sections

---

These General Exclusions apply to all Sections of this Policy.

We will not pay for claims arising directly or indirectly from:

- a. the Insured person not acting in a responsible way to protect themselves and their property and to avoid making a claim;
- b. the Insured person not doing everything they can to reduce their loss as much as possible;
- c. consequential loss of any kind including loss of enjoyment or any financial loss not expressly covered in this Policy;
- d. depression or anxiety, mental or nervous disorder;
- e. intentional self-injury, suicide or attempted suicide;
- f. the use of alcohol or drugs not prescribed by a legally registered medical practitioner;
- g. directly or indirectly from Human Immunodeficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS) or a sexually transmitted disease;
- h. pregnancy or its complications;
- i. you or the Insured Person not following advice in the mass media of a Government or other official body's warning:
  - to defer travel or non-essential travel to a particular country or parts of a country; or
  - of a strike, riot, bad weather, civil commotion or contagious disease;
- j. any act of war – whether it is declared or not – or from any rebellion, revolution, insurrection or taking of power by the military;
- k. a nuclear reaction or contamination from nuclear weapons or radioactivity;
- l. biological or chemical material(s), substance(s), compound(s) or the like used directly or indirectly for the purpose of harming or destroying human life and or create public fear;
- m. **any act of terrorism.** (This Exclusion only relates to Section 1 of Cancellation Charges, Section 5 Delayed Travel and Section 9 Emergency Alternative Travel);
- n. motorcycling unless the Insured Person holds a current Australian motorcycle licence for the type and engine capacity of the motorcycle being ridden;
- o. professional sport, racing of any kind (other than on foot), football, flying or other aerial activity except as a passenger in a scheduled commercial power-driven aircraft, bungee jumping, parasailing, sailing, ballooning, parachuting, paragliding, hang-gliding, mountain or rock climbing, abseiling, diving using breathing apparatus (if you do not hold an open water diving licence), competitive snow and ice sports;
- p. any pre-existing medical condition suffered by the Insured Person or special person;
- q. any event that occurs during any period of **the journey** in which the Insured Person carries out paid work, unless:

- the paid work is for you; and
- the paid work was authorised by you prior to the journey.

Nor will we pay claims:

- a. for medical expenses incurred for continuing treatment, including medication which the Insured person began taking before the journey;
- b. for medical, hospital and dental expenses incurred;
  - After the Insured Person returns to Australia apart from ongoing Medical Expenses incurred as specified under Section 2 provided they relate to a condition which first manifested itself during the journey.
- c. for any event that is also or should be, covered in whole or in part, by a statutory fund or other statutory compensation scheme; or
- d. for you or any Insured Person who is not a permanent resident of Australia.

## Section 1 – Cancellation Charges

---

### We will pay for

- a. any cancellation charges for travel and accommodation that you incur; and
- b. any cancellation fees your travel agent charges you.

However, we will only pay you if:

- a. the travel and accommodation is cancelled for any unforeseen circumstances outside your control;
- b. you have already paid the charges you are claiming for;
- c. you cannot recover these charges from anyone else; and
- d. you cancel the journey after the date we issue this policy to you;
- e. you cancel the journey during the period of Insurance.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections listed on page 9.

### We will not pay for

We will not pay you for cancelled travel and accommodation expenses or your travel agent's cancellation fee if the journey is cancelled because:

- a. you change your mind or the Insured person changes their mind or a reason for the journey changes;
- b. of your financial circumstances;
- c. of the refusal, failure or inability of any person, company or organisation (including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel agent, booking agent or other agent for travel or tourism related services, facilities or accommodation), to provide services, by reason of their own financial failure or the financial failure of any person, company or organisation with whom or with which they deal;

- d. the Insured Person suffers an Injury or illness that is not serious.

By “serious” (in the context of the Insured Person) we mean injury or illness that:

- Requires treatment by a legally qualified medical practitioner; and
  - Results in that medical practitioner certifying in writing that the Insured person is unable to start or continue the journey.
- e. a special person or relative dies, and you or the Insured Person were aware before we issued this Policy that this was likely to occur during the period of Insurance;
  - f. the Insured Person or relative dies, or suffers injury or illness because of a pre-existing medical condition;
  - g. of the death, illness or injury of someone other than the Insured Person or relative;
  - h. of transport or traffic delays;
  - i. a government prohibits travel to the Insured Person’s destination;
  - j. the travel agent is at fault;
  - k. there were not enough people to go on the group travel or tour.

We will also not pay for any other loss you incur as a result of the cancellation unless we expressly provide that we will do so in this Policy.

### Excess

You must pay the excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the claim.

### Limits on what we pay

The maximum amount we will pay for Travel Agent’s cancellation fees is \$1,000 or 10% of the cost of the cancelled journey, whichever is the lesser.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 2 – Overseas Emergency Medical Expenses

---

### We will pay for

- a. hospital, medical, surgical, nursing home charges or other remedial attention or treatment given or prescribed by a qualified member of the medical profession;
- b. reasonable ambulance costs;
- c. dental fees for emergency treatment to relieve acute pain that the Insured person first experiences during the period of Insurance;
- d. any overseas funeral expenses or cremation or the cost of transporting the Insured person’s remains to their usual home in Australia.

We will also pay the reasonable travel and accommodation expenses of a relative or friend to travel to where the Insured person is and either stay with them or escort them home if:

- a. a registered medical practitioner advises the Insured person in writing to suspend the journey because of their medical condition; and
- b. the medical practitioner advises in writing that an escort is necessary; and
- c. we approve such expenses before they are incurred.

However we will only pay you for medical expenses:

- a. incurred outside Australia; and
- b. ongoing Medical Expenses incurred after the Insured Person returns to Australia provided they relate to a condition which first manifested itself during the journey.
- c. which are necessary because the Insured Person dies, or contracts an illness, or sustains an injury in an accident, while on the journey and during the period of Insurance; and
- d. which are incurred within 12 months from the date the injury or illness first occurred; and
- e. if you or the Insured Person (or if totally incapacitated, the Insured person’s legal representative) allow us the option, at our expense and subject to medical advice, of returning the Insured Person to their home in Australia.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections listed on page 9.

### Condition Applicable to this Section

You and/or the Insured person must make every effort to keep medical or hospital expenses to a minimum. If we determine that the Insured Person should return home to Australia for treatment and they do not agree to do so then we will only pay the amount which we determine would cover their medical expenses and/or related costs had they agreed to our determination. You will then be responsible for any ongoing or additional costs relating to or arising out of the incident claimed for.

### Excess

You must pay the excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

### We will not pay

- a. dentures, dental crowns or bridges;
- b. any medical benefit payable under any other source except for the excess over the amount recoverable from such other source;
- c. the rendering in Australia of a professional service for which a Medicare benefit is or would but for Sub-Section 18 of the Health Insurance Act (as amended) be payable;
- d. any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.
- e. expenses incurred because of any pre-existing medical condition suffered by the Insured person;
- f. expenses incurred due to the death, illness or injury of someone other than the Insured person;

- g. expenses incurred once the Insured person is able to resume the journey.
- h. Dental expenses incurred in Australia.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 3 – Additional Expenses for Travel and Accommodation

---

### We will pay for

- a. any additional expenses for travel less amounts recoverable on unused travel vouchers or tickets;
- b. additional expenses for accommodation less amounts recoverable (including under Section 1) on unused pre-paid accommodation.

By “additional expenses” for travel and accommodation we mean the reasonable costs of travel and accommodation by the Insured Person:

- a. that are additional to the prepaid travel and accommodation arrangements; and
- b. that are incurred because:
  - the Insured Person cannot complete their intended journey while the ticket is still valid because they suffer injury or an illness; or
  - the Insured Person has to return to their home in Australia because of the unexpected death, sudden serious illness or serious injury in Australia of a special person or relative (Please see the additional benefit below for further details); or
  - the Insured Person’s scheduled public transport services are cancelled or stopped due to strike, riot, civil commotion, natural disaster or severe weather conditions; or
  - the Insured Person loses their passport or travel documents; or
  - the Insured Person is directed into quarantine.

However, we will only pay for additional expenses for travel and accommodation if:

- a. the additional expenses are necessary and actually incurred by the Insured Person during the journey; and
- b. we approve them before they are incurred; and
- c. the event that gives rise to the additional expenses occurs during the period of Insurance; and
- d. the Insured person had pre-paid arrangements for the period during which they incurred the additional expenses; and
- e. the additional expenses are at the same standard or fare class that was originally selected; and
- f. the additional expenses are not recoverable from anyone else.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections listed on page 9.

### Condition Applicable to this Section

If you claim the travel costs for the Insured Person’s return journey home and they did not already hold a return ticket back to their home in Australia, we will reduce the amount of the claim by the cost of a one way ticket home at the same fare class chosen for the outward journey.

### We will not pay for

We will not pay additional expenses for travel and accommodation:

- a. if you or the Insured Person were warned that scheduled public transport services were likely to be cancelled or interrupted and you failed to make reasonable efforts to avoid any extra expense. (See also General Exclusions Applicable To All Sections on page 9);
- b. if the Insured Person’s passport was confiscated by any Government Authority;
- c. if the Insured Person has not taken all possible steps to meet any relevant quarantine or Government regulations;
- d. arising from the death, illness or injury of someone other than the Insured Person, special person or relative;
- e. incurred because of any pre-existing medical condition suffered by the Insured Person, special person or relative.

### Resumption of Journey – Additional Benefit

We will pay the reasonable additional travel costs of resuming the journey.

However, we will only pay if:

- a. an Insured Person has to return to Australia because a special person or relative who was not travelling with the Insured person unexpectedly died, became seriously ill or was seriously injured;
- b. the Insured person would be eligible to have the costs of their return to Australia paid under this Section; and
- c. you or the Insured person decide to resume the journey within 12 months of returning home.

### Excess

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

### Limits on what we pay

The maximum amount we will pay for the Resumption of Journey Additional Benefit is \$4,000.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 4 – Cash Paid while the Insured person is in Hospital

---

### We will pay for

We will pay a cash allowance of \$100 for each day the Insured person is a patient in an overseas hospital. However, we will only pay if:

- a. we agree to pay a claim for Overseas Emergency Medical Expenses under Section 2; and
- b. the Insured Person is an inpatient in an overseas hospital for a period of more than 48 hours.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay you a cash allowance for any period when the Insured Person is a patient in a hospital after their return to Australia.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 5 – Delayed Travel

---

### We will pay for

We will pay reasonable accommodation and meal expenses that the Insured Person incurs if:

- a. the Insured Person's scheduled transport departure time is delayed for 12 hours or more; and
- b. the cause of the delay is outside their control; and
- c. the Insured Person incurs accommodation and meal expenses because of the delay.

However, we will only pay if:

- a. the accommodation and meal expenses are not recoverable from anyone else; and
- b. the accommodation and meal expenses are necessarily incurred on the journey and during the period of Insurance; and
- c. you give us written proof of the delay from the transport provider; and
- d. you give us the receipts of the Insured Person's accommodation and meal expenses.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay

We will not pay for accommodation and meal expenses if the delay in the Insured Person's travel is caused by:

- a. the Insured Person's failure to check-in according to their itinerary; or
- b. hijack, riot or civil commotion.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay under this Section for all Claims arising directly or indirectly from the one event is:

- a) \$200 for each 12 hour period of delay; and
- b) \$4,000 in total for accommodation and meal expenses.

## Section 6A – Personal Baggage

---

### We will pay for

We will pay for loss of or damage to the Insured person's personal baggage, clothing or personal effects that they:

- a. take with them on the journey; or
- b. check in with the transport provider as accompanying baggage; or
- c. buy on the journey.

However, we will only pay if:

- a. the loss or damage occurs during the journey and during the period of Insurance; and
- b. the Insured person made a report to:
  - the police or a local government authority within 24 hours of a loss or theft becoming known to them, and you provide us with a written report from them; or
  - the transport provider within 72 hours of any loss or damage to personal baggage which occurs while the baggage is in their custody, and you provide us with a written report from them.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay for loss or damage to the Insured person's personal baggage, clothing or personal effects:

- a. left unsupervised or forgotten by the Insured person in a public place or on public transport; or
- b. left in a motor vehicle unless:
  - the item was stored and concealed in a locked storage compartment or, if there was no lockable storage compartment, stored completely out of view; and
  - the motor vehicle was locked and forcible and violent entry was used to gain access to it;

- c. arising from any delay, detention, confiscation or destruction by customs officials or other authorities;
- d. as a result of wear and tear, mildew, rust or corrosion, the action of insects or vermin;
- e. that are glass, or other fragile or brittle items (other than lenses in spectacles, binoculars or photographic or video equipment) unless caused by fire, theft or accident to the transport in which such items was being carried; or
- f. sent in advance, mailed or shipped separately.

Nor will we pay for loss or damage to:

- a. clothing and personal effects that occurs during, or because of, cleaning, dyeing, altering or repairing;
- b. cash, bank or currency notes or negotiable instruments;
- c. household furniture, bicycles and bicycle accessories, snowboards, surfboards and surfboard accessories;
- d. contact lenses;
- e. jewellery, mobile phones, cameras, video cameras, computer equipment or their accessories which are transported in the cargo hold of any aircraft, ship, train or bus.

### How we will settle a claim

If we agree to pay a claim for personal baggage, clothing or personal effects we will (at our option):

1. pay the cost of repairing items that can be economically repaired; or
2. for items that cannot be economically repaired, we may choose to either:
  - a. replace the item. However, for any item that forms a part of a set, we will only pay the replacement value of the item that is lost, stolen or damaged. We will not pay to replace the entire set; or
  - b. pay the amount it would cost us to replace the item at the depreciated value. Any depreciation we apply is based on the age and condition of the item. We will not apply depreciation to items less than 12 months old.

### Excess

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

### Limits on what we pay

The maximum amount we will pay for any one item is:

- \$3,000 for cameras or video recorders;
- \$6,000 for portable business equipment (including laptop, notebook or other personal computer and their associated equipment);
- \$2,500 all other personal baggage items.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 6B – Replacing Essential Personal Items

---

### We will pay for

We will reimburse you for the cost of replacing essential personal items the Insured Person needed to purchase while waiting for the return of their baggage which was temporarily lost while being transported during the journey.

However, we will only pay if:

- a. the essential personal items are not returned to the Insured Person within 12 hours of the Insured Person first becoming aware that it is lost; and
- b. the costs are not recoverable from anyone else; and
- c. the costs are necessarily incurred on the journey and during the period of Insurance; and
- d. you give us written proof of the delay from the transport provider; and
- e. you give us the receipts for the essential personal items the Insured Person bought.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay

We will not pay for loss or damage:

- a. arising from any delay, detention, confiscation or destruction by customs officials or other authorities;
- b. to cash, bank or currency notes or negotiable instruments; or
- c. to personal baggage, clothing, or personal effects sent in advance, mailed or shipped separately.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 6C – Travel Documents, Credit Cards, Travellers Cheques

---

### We will pay for

We will pay you for:

- a. the cost of replacing the Insured Person's personal travel documents, credit cards or travellers cheques if lost or stolen on the journey;
- b. your legal liability arising out of the unauthorised use of the Insured Person's personal travel documents, credit cards or travellers cheques if lost or stolen on the journey;

However, we will only pay if:

- a. the Insured Person makes a report to:
  - the police; or
  - the issuing authority of any credit card; or
  - the travellers cheque operator;within 24 hours of the Insured Person becoming aware of the loss or theft and you provide us with a written report from them; and
- b. the Insured Person complies with the conditions under which the personal travel documents, credit cards or travellers cheques were issued; and
- c. the Insured Person takes all reasonable steps to minimise the loss; and
- d. the loss or damage occurs on the journey during the period of Insurance.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay for:

- a. personal travel documents, credit cards, or travellers cheques left unattended or forgotten by the Insured Person in a public place or on public transport; or
- b. personal travel documents, credit cards, or travellers cheques left in a motor vehicle unless:
  - they were stored and concealed in a locked storage compartment or, if there was no locked storage compartment, stored completely out of view; and
  - the motor vehicle was locked and forcible and violent entry was used to gain access to it.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 6D – Money, Bank or Currency Notes or Negotiable instruments

---

### We will pay for

We will pay for the accidental loss of money, bank or currency notes or other negotiable instruments which have been taken by the Insured Person on the journey for personal use only, together with the cost of replacement and your legal liability for payment resulting from the loss or theft or by the unauthorised use by other persons.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay if the loss or theft is not reported within 24 hours to the police or responsible officer of any aircraft, vessel or coach on which the Insured Person was travelling.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 6E – Business Documents

---

### We will pay for

We will pay for the cost of replacing business documents if:

- a. the Insured Person carries these documents with them on the journey; and
- b. these documents are lost or stolen during the journey.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay for loss of or damage to business documents:

- a. left unsupervised or forgotten by the Insured Person in a public place or on public transport; or
- b. left in a motor vehicle unless:
  - they were stored and concealed in a locked storage compartment or, if there was no lockable storage compartment, stored completely out of view; and
  - the motor vehicle was locked and forcible and violent entry was used to gain access to it; or
- c. arising from any delay, detention, confiscation or destruction by customs officials or other authorities; or
- d. sent in advance, mailed or shipped separately.

### Excess

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

### Limits on what we will pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 7 – Personal Legal Liability

---

### We will pay for

We will pay for any amount you or the Insured Person are legally liable to pay as a result of a court order or we accept that you or the Insured Person are legally responsible for in respect of:

- a. bodily injury to, or the death or illness of someone other than you or the Insured Person; or
- b. loss or damage to property owned or controlled by someone other than you or the Insured Person.

We will also pay for the legal costs and expenses reasonably incurred in the investigation, defence or settlement of any claim made against the Insured Person, provided that we have agreed in writing to pay for such legal costs and expenses before they are incurred.

However, we will only pay if the incident that gives rise to the legal liability is one that:

- a. you or the Insured Person did not expect or intend to give rise to the legal liability; and
- b. occurs during the period of Insurance; and
- c. occurs during the journey.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay for:

1. legal liability:
  - a. for bodily injury to, or the illness or death of the Insured Person, or any of your employees;
  - b. for loss of or damage to any property that is owned or controlled by you, or the Insured Person;
  - c. for loss of or damage to any property that is owned by any of your employees;
  - d. that only arises because you or the Insured Person:
    - are liable under a contract you or the Insured Person has entered into; or
    - have accepted liability without us agreeing to it first; or
  - e. arising out of the use of vehicles, watercraft, hovercraft, aircraft or aircraft landing areas. “Vehicles” do not include bicycles, motorised golf buggies, wheelchairs or lawn mowers, if they do not have to be registered. “Watercraft” does not include rowing boats and canoes less than 3 metres long, surfboards, surf mats, sailboards and water skis.
2. legal liability arising out of or connected with:
  - a. unlawful, malicious, deliberate or intentional acts
  - b. the transmission of any disease;

- c. any loss, damage or expenses which are covered or should have been covered under a statutory or compulsory insurance policy, statutory or compulsory insurance or compensation scheme or fund or under workers’ compensation legislation, an industrial award or agreement or accident compensation legislation; or
  - d. your business, profession or occupation, however “business, profession or occupation” does not include part-time or casual care of children.
3. legal costs and expenses that we have not agreed to pay for in writing before they are incurred.
  4. any penalties, fines, or punitive, exemplary or aggravated damages that you or the Insured Person must pay.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 8 – Substitute Person to Complete Your Business

---

### We will pay for

We will pay reasonable travel expenses for a substitute person to complete the original business purposes of the journey on your behalf if:

- a. the Insured Person suffers an injury or illness that prevents them completing the business purposes of the journey; and
- b. the Insured Person is either required to stay in hospital overseas, or required to return to their home in Australia on the advice of a registered medical practitioner.

However, we will only pay if:

- a. we agree to pay a claim under Section 2 - Overseas Emergency Medical Expenses; and
- b. the injury or illness occurs on the journey and during the period of Insurance.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 9 – Emergency Alternative Travel

---

### We will pay for

We will pay for emergency alternative travel costs less amounts refundable on unused travel vouchers or tickets. However, we will only pay if:

- a. the Insured Person's scheduled public transport services are cancelled or interrupted because of:
  - riot, strike or civil commotion;
  - hijack; or
  - natural disaster or severe weather conditions; and
- b. the Insured Person needs to make alternative travel arrangements to get to their pre-arranged business meeting or conference which cannot be delayed; and
- c. the alternative travel was necessary to get the Insured Person to a pre-arranged business meeting or conference on time, and that appointment cannot be delayed; and
- d. the expenses are actually incurred by the Insured Person during the journey and during the period of Insurance; and
- e. the Insured Person had pre-paid travel arrangements for the period during which they incurred the additional expenses; and
- f. you or the Insured Person cannot recover these expenses from anyone else.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay emergency alternative travel costs if:

- a. you or the Insured Person were warned that the scheduled public transport services were likely to be cancelled or interrupted; or
- b. you or the Insured Person failed to make reasonable efforts to avoid any additional expenditure.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 10 – Loss of Income

---

### We will pay for

We will pay the Insured Person's average weekly income before tax but excluding bonus, commission, overtime payments and any other allowances earned during the last 12 months.

We will calculate the benefit on a daily basis and pay you at the end of each month up to a maximum of 104 weeks of income for any Insured Person.

However, we will only pay if:

- a. the Insured Person cannot carry out their normal work in Australia because they were injured or struck with illness during the journey and during the period of Insurance; and
- b. you provide us with a written report from a registered medical practitioner that states the Insured Person is not able to carry out their normal duties in Australia because of the injury or illness; and
- c. the Insured Person is unable to carry out their normal duties for at least 30 continuous days; and
- d. they remain under the care of a registered Medical Practitioner while they are unable to work; and
- e. you give us at your own expense all certificates, information and evidence that we require to help substantiate your claim; and
- f. you cannot recover the loss of income from anyone else.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay:

- a. if the Insured Person's inability to carry out their normal duties arises more than 90 days after they are injured or become ill;
- b. for the first 30 days the Insured Person was unable to carry out their normal duties. The 30 days starts from the date the Insured Person would have gone back to work if the injury had not occurred;
- c. more than 104 weeks of income for any Insured Person.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 11 – Personal Injury

### We will pay for

We will pay the death benefit if the Insured Person dies whilst on the journey or within 3 months of their return.

However, we will only pay if:

- a. the death is caused by accidental, external and visible means; and
- b. the accident giving rise to their death occurs whilst they are on the journey.

We will also pay amounts set out in the “Compensation Table – Capital Benefits” section of the Policy if the Insured Person is injured or involved in an accident which occurred during the journey.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay if the Insured Person’s death or accidental disability results directly or indirectly from any of the following:

- a. intentional self injury, suicide or attempted suicide; or
- b. any act undertaken while under the influence of alcohol or any drug not administered under the advice of a registered medical practitioner; or
- c. active participation in any activity that is prohibited by law; or
- d. active participation in any riot, strike, civil commotion or usurpation of power or any war; or
- e. sickness or disease.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

#### COMPENSATION TABLE – CAPITAL BENEFITS

Maximum amount we will pay for all claims combined \$200,000.

1. Accidental Death	100%
2. Permanent Total Disablement	100% subject to a max of 10 times annual pre disability earnings
3. Permanent Disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%

Injury resulting in:	Payable Condition
4. Permanent Paraplegia	100%
5. Permanent Quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%
7. Permanent and incurable paralysis of all limbs	100%
8. Permanent total loss of the entire sight of one or both eyes	100%

9. Loss of hearing in both ears	100%
10. Permanent total loss of the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent loss of the lens of one (1) eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use one foot or one leg	50%
19. Permanent Loss of use of four (4) fingers and thumb of either hand	75%
20. Permanent loss of use of Fingers of either Hand	40%
21. Permanent total loss of the use of one thumb, both joints	30%
22. Permanent loss of use one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%
25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes of one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	40%

#### Additional Capital Benefits

Any payable condition claimed under Additional Capital Benefits must occur within 12 months of the date of injury.

#### Additional Capital Benefits – Compensation Table

Below is the injury resulting in the Compensation as a percentage of the broken bones.

Broken Bones additional capital benefit is \$10,000.

Payable Condition	Additional Capital Benefit
1. Neck, skull, or spine	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee	50%
4. Cheekbone or shoulder	30%
5. Arm, elbow or wrist	10%
6. Nose or collarbone	20%
7. Foot or hand	5%
8. In the case of established non union of any of the above breaks, an additional	5%

#### Disappearance Capital Benefit

If during the period of insurance and whilst on journey, an Insured Person is travelling on a conveyance and,

- Their means of transportation disappears, sinks or is wrecked, and
- Their body has not been found within one year after the date of that disappearance

We will presume that they have died as a result of injury and will pay the death benefit accordingly, unless we have reasonable cause to suspect that the Insured Person may not have perished.

If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If the insured person is later found to be alive then you must refund the amount we have paid.

## Section 12 – Rental Car Excess

---

### We will pay for

We will reimburse the amount of excess you or the Insured Person have paid on the rental car insurance claim or the cost of repairs to the rental vehicle, whichever is the lesser.

However, we will only pay if:

- a. the Insured Person has rented a car and has taken out insurance on the rented car; and
- b. the Insured Person has an at fault claim that the Insurer has agreed to pay; and
- c. the Insured Person is liable to pay the Policy excess and has paid it; and
- d. the event giving rise to the rental car insurance claim occurs during the period of Insurance and during the journey.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### Excess

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 13 – Kidnap and Ransom

---

### We will pay for

We will reimburse you for ransom monies paid by you following the kidnapping or alleged kidnapping of an Insured Person during the journey.

We will also pay you for your reasonable expenses, actually and necessarily incurred following receipt of a ransom demand, being:

- a. fees and expenses of an independent security consultant retained by you as the result of such demand, provided we have given our consent to the appointment of the security consultant in writing;
- b. interest paid on monies borrowed from a financial institution for the purpose of paying ransom monies. The amount we will pay will be for a term not exceeding 30 days prior to the payment of the ransom monies, until the first business day following you receiving settlement from us, on a principal sum not exceeding \$200,000, and at a rate of interest not exceeding 2% above the maximum overdraft interest rate charged by the Commonwealth Bank of Australia;

- c. any other expenses which are incurred for the purpose of investigating, negotiating or paying a ransom demand or recovering the Insured Person but excluding any expenses, fees or damages incurred as a result of any proceedings brought against you arising out of such a demand or any losses or damages caused by interruption to any business.

However, we will not pay unless you take all reasonable precautions to protect the confidentiality of this cover.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### Conditions Applicable to this Section

- a. we will not act as an intermediary or negotiator for you, nor will we offer direct advice to you on dealing with the kidnapper;
- b. if you receive advice that an Insured Person has been kidnapped, you must make every reasonable effort to:
  - determine that the Insured Person has been kidnapped;
  - notify the appropriate law enforcement agency and comply with their recommendations and instructions;
  - give us immediate notification of the kidnapping; and
  - record the serial number of any currency or goods delivered to secure the release of the kidnapped person;
- c. if the investigation establishes collusion or fraud by you or any Insured Person, you must immediately reimburse us for any payment we have made under this Section.

### We will not pay

We will not pay:

- a. where you or the Insured Person have:
  - had Kidnap and Ransom Insurance or similar cover declined, cancelled or issued with special conditions in the past;
  - suffered a kidnapping or attempted kidnapping in the past; or
  - had an extortion demand made against either you or the Insured Person;
- b. for kidnapping occurring in the Insured Person's country of residence or any country located in Central or South America, or any country in which United Nations armed forces are present;
- c. where we have not approved the payment of ransom monies.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 14 – Political Risk, Environmental and Natural Disaster Evacuation Expenses

---

### We will pay for

If whilst an Insured Person is travelling on the journey outside of Australia and:

- a. officials in the country the Insured Person is in, recommend that certain categories of persons, which categories include the Insured Person, should leave the country; or
- b. the Insured Person is expelled or declared persona non grata in the country the Insured Person is in; or
- c. a major environmental or natural disaster has occurred in the country the Insured Person is in necessitating his or her immediate evacuation in order to avoid the risk of personal injury or sickness to them,

We will pay for:

- a. the reasonable costs of returning the Insured Person to Australia up to the cost of an economy airfare; or
- b. the reasonable cost of evacuating the Insured Person to the nearest place of safety up to the cost of an economy airfare; and
- c. where the Insured Person is unable to return to Australia, the reasonable cost of accommodation, up to a maximum of \$250 per day for each Insured Person for a maximum period of 14 days. This benefit is not payable in the Insured Person's country of residence.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

### We will not pay for

We will not pay for losses arising from or attributable to:

- a. any expenses to return to Australia or evacuation to the nearest place of safety unless it has first been approved by us in writing;
- b. the Insured Person violating the laws and regulations of the country from which he or she is to be evacuated or expelled;
- c. the Insured Person failing to produce or maintain immigration, work residence or similar visas, permits or other similar documentation;
- d. any debt, insolvency, commercial failure, the repossession of any property by the owner or any other financial cause;
- e. Your or the Insured Person's failure to honour any contractual obligations or bond or to obey any conditions in a licence;
- f. the Insured Person being a national of the country from which he or she is to be evacuated or expelled;

- g. the political unrest, environmental or natural disaster that resulted in the Insured Person's evacuation being in existence prior to the Insured Person entering the country or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 2.

## Section 15 – Extra Territorial Workers' Compensation

---

### When we pay

We will provide cover if the Insured Person is temporarily working for you outside Australia on the journey and he or she sustains occupational disease and personal injury during the period of this Insurance. We will indemnify you against your legal liability to pay compensation (which expression does not include any penalties, fines or punitive, exemplary or aggravated damages) in respect of:

- a. the Workers' Compensation Legislation of the country in which the Insured Person is temporarily working when he or she sustains such occupational disease and personal injury provided that our liability to you will be limited to the difference, if any, between the compensation payable under such Workers' Compensation Legislation and the amount payable under the Workers' Compensation Insurance applicable in Australia; or
- b. any other award which may be made against you in the country in which the Insured Person is temporarily working pursuant to that country's laws, which award arises as a result only of such occupational disease and personal injury sustained by the Insured Person while temporarily working for you in that country and provided such award is entirely made, litigated and settled outside Australia;
- c. we will also pay all charges, expenses and legal costs incurred by us or by you with our written consent in the settlement or defence of claims for compensation in respect of which you are entitled to indemnity under this Section or, if sustained, you would be so entitled and all charges, expenses and legal costs recoverable from you by reason of your legal liability which is indemnified under this Section.

We will not pay for any claim excluded by the General Exclusions Applicable To All Sections on page 9.

## What we will not pay for

We will not pay under this Section:

- a. if we are not provided with the opportunity to represent you or any other person who is entitled to the benefit of this Section at any inquest or other official inquiry or to undertake the defence in any court of any action in regard to any liability or alleged liability or such alleged liability in respect of which an occurrence has occurred which may be the subject of indemnity under this Section;
- b. for any occupational disease and personal injury in respect of which you have Workers' Compensation Insurance which indemnifies you or pays compensation to the Insured Person for any occurrence;
- c. for any occurrence after the period during which the Insured Person is temporarily outside Australia;
- d. for any liability imposed on you in Australia by any Australian industrial award, agreement or determination;
- e. for any liability incurred pursuant to any contract, undertaking, indemnity or agreement given or entered into by you or the person incurring such liability unless liability would have been implied by law or otherwise attached to you in the absence of such contract, undertaking, indemnity or agreement or the breach thereof;
- f. for any liability intentionally incurred by you or any person acting with your express or implied consent;
- g. for any liability which arises directly or indirectly as a result of asbestos and/or related diseases;
- h. for any liability incurred as a result of your criminal act or the criminal act of any Insured Person entitled to indemnity under this Section or the criminal act of any person acting with your express or implied consent or the express or implied consent of any Insured Person entitled to indemnity under the Policy;
- i. for any of the following:
  - any medical benefit payable under any other source except for the excess over the amount recoverable from such other source; or
  - the rendering in Australia of a professional service for which a Medicare benefit is, or would but for Sub-Section 18 of the Health Insurance Act (as amended) be payable; or
  - any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

## Excess

There is no excess applicable to this Section.

## Limits on what we pay

The maximum amount we will pay you under this Section for compensation, inclusive of all charges, expenses and legal costs, in respect of all occurrences during any one period of Insurance will not exceed in the aggregate the amount, specified in the Schedule of Benefits on page 2 as the limit of liability.

Every payment we make under every term or provision of this Section reduces the limit of liability available under this Section by the amount of the payment.

## Words with special meanings

These words with special meanings only apply to this Section 15 – Extra Territorial Workers' Compensation

**"Australia"** means the Commonwealth of Australia and all of its states, territories, mandated territories and protectorates.

**"employee"** means a person who is employed by you in a non-manual capacity within Australia and in respect of whom you maintain current and enforceable Workers' Compensation Insurance.

**"non-manual"** means a capacity other than a capacity involving manual labour, the supervision of employees involved in manual labour, the operation of supervision of machines other than office machines, consultation at or inspection of mining operations, construction sites, outdoor sites or factory floors.

**"occurrence"** means an event including continuous exposure to the same or similar conditions which causes occupational disease and personal injury which you or the Insured Person did not expect or intend and could not reasonably have expected or intended.

**"occupational disease and personal injury"** means only such diseases and injuries (including death) for which compensation could be payable to an Insured Person under the Workers' Compensation Legislation or at Common Law of the Country in which he or she is temporarily working when he or she sustains such occupational disease or personal injury.

**"temporarily"** means any period for up to 90 continuous calendar days during which an Insured Person will be outside Australia in the normal course of his or her employment or such other period as may be specified on the Certificate of Insurance or by endorsement.

**"Workers' Compensation Insurance"** means any Contract of Insurance, Scheme, Self Insurance Program or Contract of Management entered into by you which provides compensation for injured employees required under the provisions of the applicable Workers' Compensation Legislation.

**"Workers' Compensation Legislation"** means any Act, Ordinance, Regulation or other Statute intended to provide entitlement to compensation to employees for occupational disease and personal injury sustained during the course of or arising out of employment.

## Making a Claim

---

We suggest that you make a claim on the Insured Person's return to Australia where possible. This will be much easier for you than making a claim from overseas.

### MAKING A CLAIM IN AUSTRALIA

As soon as possible after the Insured Person returns to Australia, you must:

- a. contact us toll free on 1800 077 522 and tell us the details of what happened;
- b. give us any information we ask for (this may include receipts, certificates and other written or photographic evidence we may require to help substantiate your claim);

- c. complete our claim form; and
- d. mail the claim form and substantiating documentation to us.

#### **ONLY WE HAVE THE RIGHT TO SETTLE OR DEFEND YOUR CLAIM**

If we agree to pay your claim, only we have the right to:

- a. make or accept any offer or payment, or in any other way admit you are liable;
- b. settle, or attempt to settle any claim; or
- c. defend any claim against you.

You must co-operate with us in defending or settling your claim. You must tell us about and send us a copy of any notice, letter, claim, writ or summons as soon as possible after you receive it.

#### **LOST, STOLEN OR DAMAGED PROPERTY**

If property is lost, stolen or maliciously damaged you must make a report to the police or local government authority within 24 hours of the loss or damage becoming known to you, and obtain a copy of the report.

If your is lost or damaged when it is with the transport provider (for example the airline ) you or the Insured Person must make a report to the transport provider within 72 hours of the loss becoming known. You must also obtain a report in writing from the transport provider.

You must keep any damaged or stolen property that you recover, and let us inspect it if we need to.

If we agree to pay a claim, only we have the right to exercise any legal right you have to recover the insured property.

#### **IF YOU PREVENT OUR RIGHT TO RECOVER FROM SOMEONE ELSE**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

#### **CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS TO YOU OR THE INSURED PERSON.**

We will pay all claims in Australian dollars. We will pay you unless you tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time the expense was incurred.

# SkyCover



**SALES ENQUIRIES CALL:**

**1800 010 261**

---

**CLAIMS AND CLIENT SERVICES ENQUIRIES CALL:**

**1300 725 154**

---

**24 HOUR EMERGENCY ASSISTANCE CALL:**

Mondial Assistance

61 7 3305 7499 (reverse charge from overseas)

1800 010 075 (within Australia)

This insurance is arranged and managed by  
ETI Australia Pty Ltd, trading as Mondial Assistance  
ABN 52 097 227 177  
AFS Licence No. 245631  
PO Box 162, Toowong QLD 4066

This insurance is issued and underwritten by  
Allianz Australia Insurance Limited  
ABN 15 000 122 850  
AFS Licence No. 234708  
2 Market Street, Sydney NSW 2000