



ace insurance

An aerial view of an airplane's wing and tail section, set against a clear blue sky and a layer of white clouds. The wing is white with a dark blue stripe along the leading edge. The tail is also white with a dark blue stripe. The clouds are thick and white, covering the lower half of the image. A solid blue square is on the left side, and a solid green square is at the bottom left. A grey rectangular box contains the main title text.

Business Travel Insurance

Policy Wording &
Product Disclosure Statement (PDS)

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IMPORTANT INFORMATION

1 About this Business Travel Insurance PDS

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

General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account anyone's individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on May 7, 2010. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

2. About the Insurer

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

28-34 O'Connell Street SYDNEY NSW 2000
Telephone: 1800 815 675
Facsimile: (02) 9335 3467
Email: A&HUWSupportunit.AU@acegroup.com

3. Summary of Insurance

The following provides a general summary of the covers contained in this PDS and their purpose. The covers are provided only if specified as applicable in the Schedule. Certain terms used in this summary are defined in the Policy. Please refer to the relevant sections for these definitions.

Section 1 - Personal Accident & Sickness – We pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury or Sickness. A number of additional benefits may also be payable under the additional cover provided.

Section 2 - Kidnap & Ransom/Extortion Cover – We reimburse the Policyholder for certain Extortion/Ransom Monies and other amounts if a Covered Person is the subject of a covered Kidnapping or Extortion whilst on a Journey.

Section 3 - Hijack & Detention – We pay the Policyholder a daily agreed amount while a Covered Person is subject to a covered Hijack or Detention as a result of a Hijack for more than 12 hours whilst on a Journey.

Section 4 - Medical & Additional Expenses & Cancellation & Curtailment Expenses – We reimburse the Policyholder, the Covered Person or the Covered Person's estate for certain:

- medical and additional expenses if a Covered Person Accidentally dies or suffers a Bodily Injury or Sickness whilst on a Journey;
- additional or forfeited travel, hotel or out-of-pocket expenses as a result of the unexpected Accidental Death, Serious Injury or Serious Sickness of certain specified persons associated with the Covered Person or any other unforeseen circumstances outside the control of the Policyholder or the Covered Person.

Section 5 - ACE Assistance – ACE Assistance provides certain emergency assistance to a Covered Person whilst on a Journey.

Section 6 - Loss of Deposits – We reimburse the Policyholder or the Covered Person up to the amount specified in the Schedule for:

- certain Travel and Accommodation Expenses paid in advance, lost as a result of covered Unforeseen Circumstances;
- the retail price for any airline ticket or other Travel and Accommodation Expenses purchased using Frequent Flyer or similar reward points which is subsequently cancelled as a result of a Unforeseen Circumstance, where the loss of points cannot be recovered from any other source.

Section 7 - Baggage/Business Property, Electronic Equipment, Deprivation of Baggage & Money/Travel Documents – We indemnify the Policyholder or the Covered Person in respect of certain loss of, theft of or damage to certain Baggage/Business Property, Electronic Equipment or Money/Travel Documents.

Section 8 - Alternative Employee/Resumption of Assignment Expenses – We pay the Policyholder for certain Alternative Employee Expenses or Resumption of Assignment Expenses incurred as the direct result of a Covered Person dying or suffering a Serious Injury or Serious Sickness OR a claim being admitted under Cancellation/Curtailment Expenses in Section 4.

Section 9 - Personal Liability – We indemnify the Covered Person against certain damages they become legally liable to pay in respect of either bodily injury to any person or loss of or damage to property where the injury or damage is caused by an accident. We also pay certain approved legal costs and expenses.

Section 10 - Rental Vehicle Excess Waiver – We reimburse the Policyholder or the Covered Person for the Rental Vehicle Excess of a Rental Vehicle payable because the vehicle is involved in an accident whilst under the control of the Covered Person or the vehicle is stolen or damaged.

Section 11 - Extra Territorial Workers' Compensation – We indemnify the Policyholder for certain non statutory workers compensation benefits payable by it in the covered circumstances.

Section 12 - Missed Transport Connection – We pay the Policyholder or the Covered Person certain reasonable extra expenses to enable the Covered Person to use alternative scheduled public transport services and arrive at their destination on time if the Covered Person has missed a transport connection in specified circumstances.

Section 13 - Overbooked Flight – We pay certain costs and expenses incurred by the Covered Person if whilst on a Journey the Covered Person is denied boarding on a confirmed scheduled flight due to overbooking and no alternative transport is made available within eight (8) hours of the scheduled departure.

Section 14 - Political & Natural Disaster Evacuation – We pay certain costs of the Covered Person's return to their Country of Residence or the nearest place of safety and certain reasonable accommodation costs if the Covered Person is unable to return to their Country of Residence, as a result of a covered evacuation or if a major natural disaster has occurred in the country the Covered Person is in, necessitating their immediate evacuation in order to avoid risk of personal bodily injury or sickness to themselves.

Section 15 - Search & Rescue Expenses – We will reimburse the Policyholder up to \$20,000 per Covered Person, up to a maximum of \$100,000 per any one (1) Period of Insurance, in respect of certain costs incurred by a recognised rescue provider or the police authorities if whilst on a Journey outside Australia, a Covered Person is reported missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation.

All of the above covers are subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- Covered Persons are not covered in relation to covered events that occur before they become a Covered Person or after they cease to be a Covered Person;
- the covered events must occur during a covered Journey;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events under Section 1 which occur within twelve (12) months of the Bodily Injury or date of the first manifestation of the Sickness;
- We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act, 1953 (Cth);
- We will not pay any claim with respect to any Covered Person who is over eighty (80) years of age at the time of loss, damage liability, Event, Bodily Injury or Sickness, or seventy-five (75) years of age for Events 2, 25, 26, 27 and 28 under Section 1.

- the above is a general summary of the covers only, does not form part of the Policy and cannot be relied on as a full description of the cover provided. Please refer to the Policy for its full terms, conditions and exclusions.

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

Access to this insurance is provided to Covered Persons solely by reason of the statutory operation of section 48 of the Insurance Contracts Act. Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy - only the Policyholder can do this) and do not enter into any agreement with Us as their right is only provided by reason of the above section of the Insurance Contracts Act.

A Covered Person's access to cover:

- begins from the time the relevant person becomes a Covered Person; and
- ends when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person or at the end of the Period of Insurance (whichever is the earliest).

Refer to the Definitions section for the definition of Period of Insurance.

5. Our agreement with the Policyholder (the Policy)

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

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

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See page 4 Premium description section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. endorsements or SPDSs) from time to time which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

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

6. Cooling Off and Cancellation Rights

The Policyholder has fourteen (14) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those fourteen (14) days, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 39 cancellation clause).

7. Renewal procedure

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

8. Privacy Statement

We are committed to protecting the privacy of persons covered under the Policy. We collect, use and retain any personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on Our website at www.aceinsurance.com.au.

We collect personal information (which may include health information) to determine whether to provide this insurance and the cover under it, to administer it once it is in place and to handle or settle any claims made under it.

We collect information directly from Covered Persons or the Policyholder or via Our agents and/or representatives.

We may disclose the information We collect to third parties, including contractors and contracted service providers engaged by Us to deliver Our products and services or carry out certain business activities on Our behalf (such as assessors and call centres) in relation to them, other companies within the ACE Group, other insurers, Our reinsurers, and government agencies (where We are required to by law) and agents and/or representatives of persons covered under the Policy. These third parties may be located outside Australia.

Anyone covered under the Policy agrees to Us using and disclosing personal information as set out in this Privacy Statement. This consent remains valid unless the person alters or revokes it by giving written notice to our Privacy Officer.

If a person covered under the Policy wishes to access a copy of personal information pertaining to them, or to correct or update such personal information, or has a complaint or wants more information about how We manage a person's personal information, those persons should contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@acegroup.com.

Consent of Covered Persons to disclosure of information

The Policyholder confirms that each Covered Person has provided their consent to the use and disclosure of their personal information for the purposes specified in this Privacy Statement and the Policyholder agrees to provide Us with evidence of the Policyholder's procedures in this regard and to advise Us if any consent has not been obtained.

9. Dispute Resolution

If a person covered under the Policy is dissatisfied with Our service in any way they can contact Us on +61 2 9335 3200 and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on +61 2 9335 3200 or email DisputeResolution.AU@acegroup.com. A dispute can be referred to the Financial Ombudsman Service (the FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

The Financial Ombudsman Service
Phone: 1300 78 08 08
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au
Email address: info@fos.org.au

10. Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy.

When calculating the Premium for the Policy We take a range of factors into account, including:

- age, occupation and previous insurance history of persons to be covered; and
- the type and amount of cover provided.

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

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

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

Non payment of Premium

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

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

11. Financial Claims Scheme and Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 13 10 60; and
- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

12. Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

13. How to Contact Us

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

GENERAL DEFINITIONS UNDER THE POLICY

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

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

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

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

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person.

It does not mean:

- a) a Sickness or illness or disease;
- b) any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury).

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

Close Relative means Spouse/Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild provided such person is at the relevant time not more than eighty (80) years of age.

Country of Residence means the country:

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

Covered Person means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy by reason of the operation of section 48 of the Insurance Contracts Act and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Dependent Child(ren) means a Covered Person's and their Spouse/Partner's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Covered Person for maintenance and support.

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

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

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

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

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

Incidental Private Travel means travel which is private and taken either side of or during an authorised business trip. The incidental travel portion must not exceed more than 60% of the trip in its entirety unless authorised by Us.

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

Journey means the trip/journey described in the Schedule and includes all:

- a) Incidental Private Travel and/or;
- b) private travel with respect to the Policyholder's company directors (executive and non-executive), chief financial officer, chief executive officer, chief operating officer, company secretary and their Accompanying Spouse/Partner and/or Dependent Child(ren).

Parent means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver as a child, provided such person is at the relevant time not more than ninety (90) years of age.

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

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

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

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

Professional Sport means any sport for which a Covered Person receives any fee or monetary reward as a result of their participation.

Schedule means the relevant Schedule issued by Us to the Policyholder.

Serious Injury or Serious Sickness means a Bodily Injury or Sickness that causes Total Disablement (as defined in Section 1 of the Policy) and is certified as totally disabling by the attending Doctor. It does not mean a terminal condition diagnosed prior to the commencement date of the Journey or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the Covered Person on whom the claim depends:

- a) has received daily medical treatment or medication in the thirty (30) days immediately prior to commencement date of the Journey; or
- b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the commencement date of the Journey.

Sickness means any illness or disease of the Covered Person occurring during the Period of Insurance and whilst the person is a Covered Person and on a Journey, but does not include a terminal condition of the Covered Person diagnosed prior to the commencement date of the Journey.

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

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

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

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

SECTION 1 - PERSONAL ACCIDENT & SICKNESS

EXTENT OF COVER

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

PERSONAL ACCIDENT

Where a Covered Person suffers from an Event described in Parts A, B, D or E of the following Table of Events that:

- a) is as a result of a Bodily Injury which occurred whilst on a Journey; and
- b) occurs within twelve (12) months of the date of the Bodily Injury.

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1, Parts A, B, D or E.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if:

- a) the Bodily Injury; and
- b) the Journey,

occur during the Period of Insurance and whilst the person is a Covered Person.

SICKNESS

Where a Covered Person suffers from an Event described in Part C of the following Table of Events that:

- a) is as a result of a Sickness; and
- b) occurs within twelve (12) months of the date of the first manifestation of the Sickness,

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1, Part C.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if:

- a) the Sickness; and
- b) the Journey,

occur during the Period of Insurance and whilst the person is a Covered Person.

DEFINITIONS UNDER SECTION 1

Excess Period means the period of time following an Event giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Loss means in connection with:

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

and which in each case is caused by Bodily Injury.

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

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

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

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

- a) the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
- b) the above disability is Permanent.

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

Salary means:

- in the case of a salaried Employee (not otherwise covered below), their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed; or
- in the case of a salary packaged Employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed; or
- in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

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

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

TABLE OF EVENTS

PART A - LUMP SUM BENEFITS

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

THE EVENTS Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	THE BENEFIT Being a percentage of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits for each Covered Person.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	100%
(b) one (1) ear	20%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one (1) eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four (4) Fingers of either Hand	40%
14. Permanent Loss of use of one (1) Thumb of either Hand:-	
(a) both joints	30%
(b) one (1) joint	15%
15. Permanent Loss of use of Fingers of either Hand:-	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
(a) all – one (1) Foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great - each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits.

PART B - BODILY INJURY BENEFITS

PART B - BODILY INJURY RESULTING IN SURGERY - BENEFITS

Cover for an Event under this Part applies only if:

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

Note: The following surgical procedure(s) must be carried out within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part B – Bodily Injury Resulting in Surgery – Benefits or a percentage of \$20,000, whichever is the greater.
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

PART B - WEEKLY BENEFITS - BODILY INJURY

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

Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	THE BENEFITS
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the weekly benefit shown on the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury, but not exceeding the Salary of the Covered Person.
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown on the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the Policyholder, provided the combined amount does not exceed the Salary of the Covered Person. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 25.

PART C - SICKNESS BENEFITS

PART C - WEEKLY BENEFITS - SICKNESS

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

Note: The following Event(s) must occur within twelve (12) months of the date of the first manifestation of the Sickness.	THE BENEFITS
27. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the weekly benefit shown on the Schedule against Section 1, Part C – Weekly Benefits – Sickness, but not exceeding the Salary of the Covered Person.
28. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown on the Schedule against Section 1, Part C – Weekly Benefits – Sickness less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the Salary of the Covered Person. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 27.

PART C - SICKNESS RESULTING IN SURGERY - BENEFITS

Cover for an Event under this Part applies only if:

- a) an amount is shown on the Schedule against Section 1, Part C – Sickness Resulting in Surgery – Benefits;
- b) the surgery is undertaken outside of Australia; and
- c) the Covered Person has a valid claim for Medical & Additional Expenses with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.

Note: The following surgical procedure(s) must occur within twelve (12) months of the date of first manifestation of the Sickness.	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part C – Sickness Resulting in Surgery – Benefits or a percentage of \$20,000, whichever is the greater.
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

PART D - FRACTURED BONES – LUMP SUM BENEFITS

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

Note: The following fractured bones must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part D – Fractured Bones – Lump Sum Benefits or a percentage of \$3,000, whichever is the greater.
33. Neck, skull or spine (complete fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
36. Cheekbone, shoulder or hairline fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (other fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (simple fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Schedule against Part D – Fractured Bones – Lump Sum Benefits or \$3,000, whichever is the greater.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown on the Schedule against Section 1, Part D – Fractured Bones – Lump Sum Benefits or 5% of \$3,000, whichever is the greater.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

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

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

PART E - LOSS OF TEETH OR DENTAL PROCEDURES – LUMP SUM BENEFITS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

Note: The following loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits or a percentage of \$1,000, whichever is the greater, subject always to a limit of \$250 per tooth.
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown on the Schedule against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits or \$1,000, whichever is the greater, limited to \$250 per tooth.

For the purpose of Section 1, Part E - a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

ADDITIONAL COVER UNDER SECTION 1

1. Exposure

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

2. Disappearance

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person disappears following the disappearance, sinking or wrecking of a conveyance in which the Covered Person was travelling and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a disappearance, We will only pay if the Policyholder or the legal representatives of the Covered Person's estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that the Covered Person did not die or did not die as a result of a Bodily Injury.

3. Corporate Image Protection

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

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will reimburse the Policyholder for costs (other than the Policyholder's own internal costs) incurred for the engagement of image and/or public relations consultants and/or the release of information through the media. Costs must be incurred within fifteen (15) days of, and directly in connection with, such Bodily Injury(ies), to protect and/or positively promote the Policyholder's business and image. The maximum amount We will pay is \$10,000 with respect to any one (1) Event or set of circumstances and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

4. Rehabilitation Expenses

On the occurrence of Events 25 and/or 26 or Events 27 and/or 28 for which benefits are payable, We will reimburse expenses incurred for tuition or advice for a Covered Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Covered Person's Doctor. Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six (6) months.

5. Partner Retraining Benefit

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death or Permanent Total Disablement, We will pay, at the Policyholder's request, up to \$10,000 towards the actual costs incurred for the training or retraining of the Covered Person's Spouse/Partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the Covered Person.

Provided always that:

- a) the Spouse/Partner is aged under sixty-five (65) years at the commencement of such training; and
- b) the training is provided by a recognised institution with qualified skills to provide such training; and
- c) all such expenses are incurred within twenty-four (24) months from the date the Covered Person suffered the Bodily Injury for which the claim depends.

6. Education Fund Supplement

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death and is survived by Dependent Child(ren), We will pay the Covered Person's estate \$5,000 for each surviving Dependent Child subject to a maximum benefit amount of \$10,000 with respect to any one (1) family.

7. Spouse/Partner Accidental Death Benefit

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person's Spouse/Partner (who is not Accompanying the Covered Person) suffers an Accidental Death, We will pay the Covered Person a lump sum benefit of \$25,000.

8. Independent Financial Advice

If a Covered Person sustains a Bodily Injury for which benefits are payable under Events 1-9, We will, in addition to payment of the benefit, and at the request of the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-9. Provided, however that such advice is provided by an independent financial advisor who is not a Close Relative or Parent of the Covered Person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum amount We will pay is \$5,000.

9. Guaranteed Payment

If a Covered Person sustains a Bodily Injury or suffers a Sickness for which benefits are payable under Events 25 or 27, We will immediately pay twelve (12) weeks benefits provided that proper medical evidence is provided from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

10. Escalation of Claim Benefit

After payment of a benefit under Events 25 and/or 26 or Events 27 and/or 28 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

CONDITIONS AND LIMITS UNDER SECTION 1

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9a, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury.
3. Benefits shall not be payable:
 - a) for Events 25 and 26 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one (1) Bodily Injury, unless otherwise stated on the Schedule against Section 1;
 - b) for Events 27 and 28 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one (1) Sickness, unless otherwise stated on the Schedule against Section 1;
 - c) for Events 25, 26, 27 and 28 during the Excess Period stated in the Schedule, calculated from the commencement of the Bodily Injury or Sickness and in an amount which exceeds the percentage of Salary stated in the Schedule against Section 1, Part B Weekly Benefits – Bodily Injury or Part C – Weekly Benefits – Sickness and/or the Salary of the Covered Person;
 - d) unless the Covered Person, as soon as possible after the happening of any Bodily Injury or the manifestation of any Sickness giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor;
 - e) for more than one (1) of Events 25 and/or 26 or Events 27 and/or 28 that occur for the same period of time; and
 - f) for more than one (1) of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one (1) Bodily Injury or Sickness.

4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received, or at the direction of the Policyholder sick leave entitlement, or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Covered Person stated in the Schedule and/or the Salary of the Covered Person.
5. Where, in relation to benefits payable for Events 2, 25, 26, 27 and/or 28, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain the opinion of an independent Doctor and the opinion of the independent Doctor will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of Bodily Injury or Sickness, benefits become payable under Parts B or C of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Bodily Injury or Sickness and a new Excess Period shall apply. Where a Bodily Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Bodily Injury and a Doctor certifies this, We will treat this as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of Bodily Injury.
7. Subject to the Guaranteed Payments referred to in paragraph 9 under Additional Cover, weekly benefits for Events 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.
8. All benefits paid under Section 1 – Personal Accident & Sickness cover shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy.
9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement.
10. The benefit payable in respect of a Dependent Child under eighteen (18) years of age is limited to \$25,000 for Event 1 in the Table of Events (Accidental Death) and \$250,000 for Events 2-19 unless otherwise stated in the Schedule.
11. With respect to Section 1 - Part A - Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty percent (50%) of the Lump Sum benefit stated in the Schedule for the category applicable to such Employee. If cover also applies to a Spouse who is not in receipt of a Salary, the maximum benefit payable under Section 1 - Part A - Lump Sum Benefits is \$250,000.
12. No benefits are payable for Event 2 (Permanent Total Disablement) under Part A or Events 25, 26, 27 and 28 (Weekly Bodily Injury & Weekly Sickness) under Parts B & C of the Table of Events with respect of a Covered Person over the age of seventy-five (75) years.
13. For the purpose of Section 1, General Exclusion 3 shall not apply to a Bodily Injury sustained as a result of Hijack (as defined in Section 3) riot, strike or civil commotion.
14. No benefits shall be payable for Events 27 and 28 with respect to any Sickness which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising therefrom.

SECTION 2 - KIDNAP & RANSOM/EXTORTION COVER

EXTENT OF COVER

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

(Cover under this Section is only available if Section 1, Part A - Lump Sum Benefits is selected and shown on the Schedule).

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

We will also pay the Policyholder for:-

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

DEFINITIONS UNDER SECTION 2

Expenses means any of the following:

1. reasonable payment made by the Policyholder to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
2. reasonable and customary loan costs incurred by the Policyholder from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. reasonable and customary travel and accommodation costs incurred by the Policyholder or a Covered Person as a result of a Kidnap or Extortion;
4. Salary paid by the Policyholder to a Covered Person or on behalf of a Covered Person who is the victim of a Kidnap or Extortion for up to:
 - a) thirty (30) days after the release of the Covered Person from a Kidnap;
 - b) discovery of the death of the Covered Person; or
 - c) one hundred and twenty (120) days after the Policyholder receives the last credible evidence that the Covered Person is still alive; or
 - d) sixty (60) months from the date of the Kidnap, if the victim has not been released.
5. payments made by the Policyholder for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
6. personal financial loss suffered by the Covered Person(s);
7. travel costs of a Covered Person who is the victim of a Kidnap to join their immediate family upon their release and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per Covered Person and replacement person;

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

Extortion means to intimidate by a threat or series of threats to Kidnap or cause bodily injury.

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

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

CONDITIONS UNDER SECTION 2

Confidentiality

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

EXCLUSIONS UNDER SECTION 2

We shall not be liable for:

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

SECTION 3 - HIJACK & DETENTION

EXTENT OF COVER

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

HIJACK

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is forcibly Detained for more than twelve (12) hours as a direct result of a Hijack, We will pay the Policyholder the daily amount shown on the Schedule against Section 3. We will continue to pay the Policyholder the daily amount shown on the Schedule against Section 3, for each twenty-four (24) hour period of continued Detention thereafter, up to the maximum amount and period shown on the Schedule against Section 3.

DETENTION

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is Detained, by any government, state or other lawful authority for any reason (other than those circumstance specifically excluded under Exclusion 1 below), We will pay the daily amount shown on the Schedule against Section 3, for each twenty-four (24) hour period of continued Detention up to the maximum amount and period shown on the Schedule against Section 3.

DEFINITIONS UNDER SECTION 3

Conveyance means:

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

Detention/Detained means restraint by way of custody or confinement against the Covered Person's will.

Hijack means the seizing of control of a Conveyance on which the Covered Person is a passenger.

LEGAL COSTS EXTENSION

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

EXCLUSION UNDER SECTION 3

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

SECTION 4 - MEDICAL & ADDITIONAL EXPENSES & CANCELLATION & CURTAILMENT EXPENSES

EXTENT OF COVER

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

Medical and Additional Expenses

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

Cancellation and Curtailment Expenses

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person necessarily incurs reasonable additional or forfeited travel, hotel or out-of-pocket expenses (including the use of Frequent Flyer or similar rewards points, as described in Section 6) as a result of the unexpected Accidental Death, Serious Injury or Serious Sickness of a Close Relative, Parent, business partner or travelling companion of a Covered Person OR any other unforeseen circumstances outside the control of the Policyholder or the Covered Person, We will reimburse the Policyholder for those expenses up to the amount shown on the Schedule against Section 4.

DEFINITIONS UNDER SECTION 4

MEDICAL AND ADDITIONAL EXPENSES means

- all reasonable costs necessarily incurred outside the Covered Person's Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the Covered Person's Accidental Death, Bodily Injury or Sickness;
- expenses related to the evacuation of the Covered Person as a direct result of their Bodily Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Covered Person, provided such evacuation is recommended by a Doctor;
- reasonable travel and accommodation expenses of two (2) Close Relatives, Parent(s) or travelling companions of the Covered Person who, as a result of the Covered Person's Bodily Injury and Sickness, are required to travel to or remain with the Covered Person on written medical advice;
- all expenses incurred in repatriating the Covered Person to the most suitable hospital or to the Covered Person's home address provided that such repatriation is as a direct result of them suffering a Bodily Injury or Sickness and is necessary on medical advice and is organised by ACE Assistance in accordance with Section 5 of the Policy;
- reasonable funeral expenses incurred outside of the Covered Person's Country of Residence for the burial or cremation of the Covered Person or costs (excluding funeral and interment costs) incurred in transporting the Covered Person's body or ashes and personal effects back to a place nominated by the legal representative of the Covered Person's estate, as a direct result of the Covered Person's death. The maximum amount We will pay in total will not exceed \$25,000;
- ongoing medical expenses incurred after the Covered Person's return to Australia, for a period of up to twenty-four (24) months, as a direct result of their Bodily Injury or Sickness. If a Covered Person returns to their country of Residence (other than Australia) then we will continue to cover their expenses for a period up to twenty-four (24) months up to a maximum of \$50,000; and
- expenses incurred to repair, replace or adjust dentures, provided those expenses are as a direct result of the Covered Person's Bodily Injury and are limited to a maximum of \$1,500.

EXTENSIONS UNDER SECTION 4

Continuous Worldwide Bed Confinement

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is confined to bed by a Doctor for a period in excess of forty-eight (48) hours, We will pay the Covered Person \$100 per day or the daily amount shown on the Schedule against Section 4, whichever is the greater, up to a maximum of sixty (60) consecutive days or the maximum number of consecutive days shown on the Schedule against Section 4, whichever is the greater.

Trauma Counselling Benefit

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay up to \$500 per visit, for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative or Parent) provided the treatment is certified as necessary by a Doctor for the wellbeing of the Covered Person, up to a maximum of \$5,000.

EXCLUSIONS UNDER SECTION 4

We shall not be liable for any expenses:

1. incurred where a Journey is undertaken against the advice of a Doctor or when the Covered Person is unfit to travel or if the purpose of the Journey is for the Covered Person to seek medical attention for a pre-existing medical condition.
2. incurred after the period of twenty-four (24) months from the date the Covered Person suffers a Bodily Injury or Sickness.
3. incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973.
4. recoverable by the Policyholder and/or a Covered Person from any other source.
5. incurred for any medication or ongoing treatment for a condition which commenced prior to the commencement of a Journey and which such medication or treatment the Covered Person has been advised to continue during travel.
6. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
7. incurred for routine medical, optical or dental treatment or consultation. Dental treatment is limited to emergency only and must be certified as necessary by a Doctor or dentist.
8. arising directly or indirectly out of:-
 - a) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur.
 - b) carrier caused delays where the expenses are recoverable from the carrier.
 - c) any business or financial or contractual obligations of the Policyholder, the Covered Person or any other person.
 - d) disinclination on the part of the Covered Person or of any other person to travel.
 - e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.
 - f) the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.

SECTION 5 - ACE ASSISTANCE

EXTENT OF COVER

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person requires emergency assistance, the Covered Person should immediately contact ACE Assistance on the telephone number provided (+612 8907 5995). ACE Assistance will provide the Covered Person with such emergency assistance that they consider necessary.

Emergency assistance may include any one or more of the following services but only if they are considered necessary and organised by ACE Assistance:

1. repatriation, which will be organised by ACE Assistance by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Covered Person's home address;
2. payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany a Covered Person;
3. payment of other emergency assistance expenses;
4. worldwide 24 hour telephone access to ACE Assistance Network;
5. emergency travel assistance;
6. emergency medical evacuation;
7. medically supervised repatriation;
8. assistance in replacing a lost or stolen passport;
9. legal assistance;
10. interpreter access and referral;
11. compassionate visit if travelling alone and hospitalised for more than a week;
12. assistance in tracing delayed or lost luggage; and
13. payment of approved medical services by claims process or redirection of hospital accounts to Us.

CONDITIONS UNDER SECTION 5

1. ACE Assistance must be promptly informed of any potential claim under this Section.
2. the Policyholder and/or the Covered Person must not attempt to resolve problems encountered without advising ACE Assistance as this may prejudice reimbursement of expenses.
3. in the event of ACE Assistance being provided in good faith to any person not insured under the Policy, the Policyholder shall reimburse Us for all costs incurred.
4. any undertaking/arrangements on behalf of the Covered Person who does not make contact with ACE Assistance and/or prejudices Our rights shall not be considered. We shall consider cover however if the Covered Person for reasons beyond their control could not contact ACE Assistance and had no alternative but to make their own arrangements, provided We are satisfied the arrangements made were medically appropriate and necessary in view of the Covered Person's Serious Injury or Serious Sickness at the time.

SECTION 6 - LOSS OF DEPOSITS

EXTENT OF COVER

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

TRAVEL AND ACCOMMODATION EXPENSES

If during the Period of Insurance and whilst the relevant person is a Covered Person, the Policyholder or the Covered Person incurs loss of Travel and Accommodation Expenses paid in advance of a proposed Journey as a result of the Journey being shortened or cancelled or as a result of any Unforeseen Circumstance, We will reimburse the Policyholder or the Covered Person for those expenses up to the amount shown on the Schedule against Section 6.

FREQUENT FLYER POINTS

If during the Period of Insurance and whilst the person is a Covered Person, the Policyholder or the Covered Person purchase an airline ticket (or other travel and/or accommodation expense) using Frequent Flyer or similar reward points and the airline ticket (or other travel and/or accommodation expense) is subsequently cancelled as a result of any Unforeseen Circumstance AND the loss of such points cannot be recovered from any other source, We will pay the Policyholder or the Covered Person the retail price for that ticket (or other travel and/or accommodation expense) at the time it was issued not exceeding the amount shown on the Schedule against Section 6.

DEFINITIONS UNDER SECTION 6

TRAVEL AND ACCOMMODATION EXPENSES means any amount that the Policyholder or the Covered Person have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither the Policyholder or the Covered Person are able to use as a result of any Unforeseen Circumstance.

UNFORSEEN CIRCUMSTANCE means:

- the Covered Person sustains a Bodily Injury or contracts a Sickness which results in the Covered Person being certified by a Doctor as unfit to commence the Journey;
- a Close Relative, Parent, travelling companion or business associate of the Covered Person dies unexpectedly, sustains a Serious Injury or contracts a Serious Sickness and a Doctor certifies that the presence of the Covered Person is necessary for the health of that Close Relative, Parent, travelling companion or business associate;
- the Covered Person's residence or business suffers major loss or damage; or
- any other unforeseen circumstance outside the control of the Policyholder or the Covered Person, not otherwise excluded under the Policy.

EXCLUSIONS UNDER SECTION 6

We shall not be liable for any loss attributable to:

1. cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur.
2. carrier caused delays where the cost of the expenses is recoverable from the carrier.
3. any business, financial or contractual arrangements or obligations of the Policyholder, a Covered Person or any other person.
4. any change of plans or disinclination on the part of a Covered Person or of any other person to travel.
5. the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.
6. the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.

SECTION 7 – BAGGAGE/BUSINESS PROPERTY, ELECTRONIC EQUIPMENT, DEPRIVATION OF BAGGAGE & MONEY/TRAVEL DOCUMENTS

EXTENT OF COVER

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

Baggage/Business Property, Electronic Equipment and Money/Travel Documents

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains loss of, theft of or damage to Baggage/Business Property, Electronic Equipment or Money/Travel Documents, We will indemnify the Policyholder or the Covered Person in respect of such loss or damage up to the corresponding amount shown on the Schedule against Section 7 Baggage/Business Property, Electronic Equipment or Money/Travel Documents.

Deprivation of Baggage

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person's Baggage is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, We will reimburse any reasonable expenses incurred by a Covered Person in purchasing essential replacement clothing and toiletries up to a maximum of \$3,000 unless otherwise shown on the Schedule against Section 7 - Deprivation of Baggage.

DEFINITIONS UNDER SECTION 7

BAGGAGE means personal property belonging to the Policyholder or a Covered Person or for which a Covered Person is legally responsible, taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey.

BUSINESS PROPERTY means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

DOCUMENTS mean papers or other items containing references to the Covered Person's identity including, but not limited to the following:

- Passport;
- Driver's Licence;
- Credit, debit and bank cards;
- Share certificates;
- Birth Certificate;
- Bank account details;
- Building Society account details;
- Insurance documents – motor, home, travel and life;
- Utilities account details;
- Membership numbers of professional bodies.

ELECTRONIC EQUIPMENT means personal/business computers, palm pilots, mobile phones and other items of a similar nature deemed by Us to be electronic, but does not include digital cameras.

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

MONEY/TRAVEL DOCUMENTS means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in the possession or control of the Covered Person.

ADDITIONAL COVER UNDER SECTION 7

Coins and Bank Notes

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

Keys and Locks

In the event that a Covered Person loses their identification and keys at the same time during a Journey and during the Period of Insurance and whilst the person is a Covered Person, We will reimburse the Covered Person up to \$2,000 for the actual costs incurred for the replacement of keys and locks to their home and/or motor vehicle.

Identity Theft Extension

If during the Period of Insurance, the Covered Person is the victim of Identity Theft as a result of their Documents having been stolen whilst the person was a Covered Person and on a Journey, We will indemnify the Covered Person for reasonable legal expenses incurred with Our consent, up to a maximum of \$20,000:

- a) to pursue closure of any disputed areas, accounts or credit facilities;
- b) for re-submitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft;
- c) for notarising affidavits or other similar documents, amending or rectifying records in regard to the Covered Person's true name or identity as the result of Identity Theft;
- d) to defend any suit brought against the Covered Person by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of Identity Theft;
- e) to remove any civil judgment wrongfully entered against the Covered Person as a result of Identity Theft.

CONDITIONS UNDER SECTION 7

1. the Covered Person shall take all reasonable precautions for the safety and supervision of Baggage/Business Property, Electronic Equipment or Money/Travel Documents.
2. in the event that a payment is made under this Section in respect of any property, We shall be entitled to take and keep possession of such property and to deal with it in any manner We see fit.
3. in respect of articles fifteen (15) years old or less, We shall have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new or by payment of the cost of the articles.
4. the maximum amount We will indemnify the Policyholder or the Covered Person in respect of loss arising from the unauthorised or fraudulent use of Money/Travel Documents is \$3,000.
5. the maximum amount We will pay for any one, set or pair of items is 25% of the amount shown on the Schedule against Section 7, unless otherwise specified on the Schedule.
6. in no event shall We pay more under Section 7 than the amount shown on the Schedule against that Section.
7. where the Electronic Equipment is a mobile phone, We will only pay the cost of the replacement phone.
8. an Excess will apply for each claim for the loss of, theft of or damage to Electronic Equipment. That Excess shall be the Excess specified on the Schedule against Section 7 – Electronic Equipment or, if no Excess is specified, 10% of the value of the claim.

EXCLUSIONS UNDER SECTION 7

We shall not be liable for any loss or damage or expenses:

1. in respect of Baggage/Business Property, Electronic Equipment or Money/Travel Documents:
 - a) not reported to either the police or the transport carrier so that a written report is not available at the time of making a claim.
 - b) due to confiscation by Customs or any other lawful authority where the Policyholder's and/or Covered Person's use and/or possession of such item/s is unlawful.
 - c) recoverable from any other source.
2. in respect of Baggage/Business Property and Electronic Equipment:
 - a) shipped under any freight agreement or sent by postal or courier services.
 - b) to vehicles or their accessories (except keys).
 - c) to any goods intended for trade or sale.
 - d) to any electronic data or software caused by:
 - i) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration.
 - ii) mechanical or electrical failure.
 - iii) any process of cleaning, restoring, repairing or alteration.
 - iv) scratching or breaking of fragile or brittle articles, if as a result of negligence of the Policyholder and/or Covered Person.
3. in respect of Electronic Equipment and digital cameras:
 - a) where theft or attempted theft occurs whilst such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the Policyholder and/or the Covered Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation).
 - b) whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the Covered Person as personal cabin baggage. Cover will apply if the air carrier has specifically instructed the Policyholder or Covered Person that Electronic Equipment must be placed in the hold and no prior instruction or advice regarding this requirement was available to the Policyholder or Covered Person prior to checking in.
4. in respect of Money/Travel Documents:
 - a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions.
 - b) of cheques, bank notes, postal and money orders, credit cards or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage.
 - c) loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.

5. in respect of Identity Theft for:
- a) any item which has been purchased by fraudulent use of the Covered Person's identity.
 - b) any loss arising from any business pursuits or the theft of a commercial identity.
 - c) any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the Covered Person's identity, where civil or criminal action is, or has been, taken against the Covered Person.
 - d) authorised charges that the Covered Person has disputed based on the quality of goods or services.
 - e) theft of the Covered Person's identity by a family member who lives with the Covered Person at the Covered Person's home address.
 - f) the amount of any claim which exceeds \$20,000.
 - g) any costs or expenses in connection with any claim not agreed in advance by Us.
 - h) authorised account transactions or trades that the Covered Person has disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.
 - i) any incident of Identity Theft that does not occur within twelve (12) months from the date the Covered Person's Documents were stolen.
 - j) an incident of Identity Theft for which the Covered Person has not lodged a report with the Police and/or cannot provide a copy of the Police report.

EXTENT OF COVER

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

If during the Period of Insurance, the Policyholder necessarily incurs Alternative Employee Expenses or Resumption of Assignment Expenses as the direct result of a Covered Person whilst on a Journey and whilst the person was a Covered Person, dying or suffering a Serious Injury or Serious Sickness OR a claim being admitted under Cancellation/Curtailment Expenses in Section 4, We will pay the Policyholder for such expenses up to the amount shown on the Schedule against Section 8.

DEFINITIONS UNDER SECTION 8

ALTERNATIVE EMPLOYEE EXPENSES means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of Covered Person. Expenses shall be limited to a business class return air flight (or economy if that was the class of ticket used by Covered Person on the original Journey) and other essential expenses incurred in transportation of the substitute person.

RESUMPTION OF ASSIGNMENT EXPENSES means all reasonable and necessary expenses incurred in returning the Covered Person to re-commence an assignment within ninety (90) days of returning to Australia or their Country of Residence as a result of the claim being admitted under Cancellation/Curtailment Expenses in Section 4. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Covered Person on the original Journey) and other essential expenses incurred in such transportation of the Covered Person.

EXCLUSIONS UNDER SECTION 8

We shall not be liable for any expenses:

1. where the Covered Person undertakes a Journey against the advice of a Doctor.
2. which the Policyholder or the Covered Person had paid or budgeted for before the commencement of a Journey.

SECTION 9 - PERSONAL LIABILITY

EXTENT OF COVER

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

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

We will also pay all legal costs and expenses which are recoverable by a claimant from the Covered Person and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the amount shown on the Schedule against Section 9.

ADDITIONAL COVER UNDER SECTION 9

If during the during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is required to attend court in connection with an event that has resulted in a valid claim under Section 9 – Personal Liability of the Policy, We will pay \$100 per day for each day the Covered Person attends court, up to a maximum of \$1,000 in all, per Covered Person.

CONDITIONS UNDER SECTION 9

1. No admission, offer, promise, payment or indemnity shall be made without Our written consent.
2. We shall be entitled to take over and conduct in the Covered Person's name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.
3. We may at any time pay to the Covered Person, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Schedule against Section 9 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

EXCLUSIONS UNDER SECTION 9

We shall not be liable in respect of:

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

SECTION 10 - RENTAL VEHICLE EXCESS WAIVER

EXTENT OF COVER

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person rents or hires a Rental Vehicle AND that Rental Vehicle is involved in a collision whilst under the control of the Covered Person OR the Rental Vehicle is stolen or damaged, We will reimburse the Policyholder or the Covered Person for the Rental Vehicle Excess chosen but only up to the amount shown on the Schedule against Section 10.

DEFINITIONS UNDER SECTION 10

RENTAL VEHICLE means a rented sedan, station wagon, hatchback motorcycle, or four-wheel drive (4WD) and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying a Covered Person on public roadways and shall not include any other vehicle or use.

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

ADDITIONAL COVER UNDER SECTION 10

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person uses their personal motor vehicle for business purposes, and is involved in an accident whilst they are in control of the vehicle, We will:

- a) reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the Covered Persons comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
- b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the Covered Persons vehicle; and/or
- c) pay \$500 per week to the Covered Person for the cost of hiring a similar motor vehicle in the event that they have lost total use of the damaged vehicle as a result of an accident.

The maximum amount We will pay in respect to any one (1) accident is:

- i) up to \$2,000 for a) and b) above as a combined maximum limit; and
- ii) up to \$2,500 for c), in addition to any claims made under a) and/or b).

CONDITIONS UNDER SECTION 10

1. As part of the arrangement for the rent or hire of the Rental Vehicle, the Covered Person must take all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the Rental Vehicle during the rental period. Provided the compulsory insurance has been taken up there is no additional requirement under the Policy to purchase excess buy back.
2. In the event of a claim regarding a Covered Person's personal motor vehicle, the Covered Person must supply Us with:
 - a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the Covered Persons personal motor vehicle;
 - b) a letter from the Covered Person's motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.
Note: Stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the Covered Person.
 - c) a synopsis of the total cost of the repairs (with complete details if possible).

EXCLUSIONS UNDER SECTION 10

We shall not be liable for any claims arising from:

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

SECTION 11 - EXTRA TERRITORIAL WORKERS' COMPENSATION

EXTENT OF COVER

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains an Accidental Death or suffers a Bodily Injury or Sickness, We will indemnify the Policyholder for compensation benefits consequently payable under any workers' compensation legislation which provides benefits to injured workers or their dependents for Accidental Death, Bodily Injury or Sickness arising out of or in the course of their employment OR damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the Limits of Liability set out below.

This Section applies only:

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

LIMIT OF LIABILITY UNDER SECTION 11

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

1. in the case of a claim for compensation benefits, the difference between the benefits payable by the Policyholder and the amount which the Covered Person or their dependents are entitled to claim under any workers' compensation insurance which the Policyholder was required to effect as described above but not to exceed the amounts shown on the Schedule against Section 11.
2. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the Policyholder and the amount of indemnity to which the Policyholder would have been entitled under any workers compensation insurance which the Policyholder was required to effect as described above, but not to exceed the amounts shown on the Schedule against Section 11.
3. The limits of liability are amounts shown on the Schedule against Section 11 and shall apply as follows:
 - a) Limit (A) is the limit of weekly compensation for each Covered Person;
 - b) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) accident whether involving one (1) or more Covered Person; and
 - c) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one (1) Period of Insurance, whether involving one (1) or more Covered Person.
4. any benefits otherwise payable under Sections 1 and 4 of the Policy with respect to a Covered Person shall be reduced by the amount of any benefit payable under this Section with respect to that Covered Person.

CONDITIONS UNDER SECTION 11

If required by Us, the Policyholder shall:

1. make available to Us such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into the Policyholder's possession; and
2. authorise Us to have access to the files and information held by any workers' compensation insurer with whom the Policyholder has effected insurance.

EXCLUSIONS UNDER SECTION 11

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

SECTION 12 - MISSED TRANSPORT CONNECTION

EXTENT OF COVER

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person misses a transport connection due to any unforeseen circumstances outside the Policyholder's or the Covered Person's control AND is unable to arrive at an officially scheduled meeting or conference which cannot be delayed because of their late arrival, We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which the Policyholder or the Covered Person may be entitled from any carrier, to enable the Covered Person to use alternative scheduled public transport services and arrive at their destination on time, up to the amount shown on the Schedule against Section 12.

EXCLUSIONS UNDER SECTION 12

We will not be liable for:

1. any missed transport connection arising from a business commitment or a financial or contractual obligation of the Covered Person or of any travelling companion, business associate, Parent or Close Relative of the Covered Person.
2. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the number of people required to commence any Journey or tour.

SECTION 13 – OVERBOOKED FLIGHT

EXTENT OF COVER

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is denied boarding on a confirmed scheduled flight due to overbooking and no alternative transport is made available within eight (8) hours of the scheduled departure time, We will pay \$2,500 for any expenses incurred as a result of the delay provided the Covered Person has not been compensated by the air carrier or any other third party.

EXCLUSIONS UNDER SECTION 13

We will not be liable for:

1. any expenses already incurred and paid under Section 4 - Medical & Additional Expenses & Cancellation & Curtailment Expenses and /or Section 12 – Missed Transport Connection as a result of the same event.

SECTION 14 – POLITICAL & NATURAL DISASTER EVACUATION

EXTENT OF COVER

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is recommended to leave the country in which they are travelling by officials in that country OR the Australian government issues a travel warning through its Department of Foreign Affairs and Trade that recommends that certain categories of persons, which categories include the Covered Person, should leave that country OR a Covered Person is expelled or declared persona non grata from that country OR there is wholesale seizure, confiscation or expropriation of the Covered Person's property, plant or equipment in that country OR a major natural disaster has occurred in the country the Covered Person is in necessitating their immediate evacuation in order to avoid risk of personal bodily injury or sickness to themselves, We will pay the cost of the Covered Person's return to their Country of Residence or the nearest place of safety up to the cost of an economy class airfare for the same trip AND the Covered Person's reasonable accommodation costs up to a maximum of \$250 per day for fourteen (14) days if the Covered Person is unable to return to their Country of Residence, up to the amount shown on the Schedule against Section 14 or \$10,000, whichever is the greater.

EXCLUSIONS UNDER SECTION 14

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

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

CONDITIONS UNDER SECTION 14

1. If the Covered Person is required to leave the country they are in, We must be contacted beforehand to confirm cover. Where possible We and/or ACE Assistance will make the travel arrangements and in all cases, We will decide where to send the Covered Person.
2. Our total liability for all claims arising under Section 14 – Political & Natural Disaster Evacuation during any one (1) Period of Insurance shall not exceed the amount shown on the Schedule against Section 14 – Political & Natural Disaster Evacuation as the annual aggregate or \$100,000, whichever is the greater.

SECTION 15 – SEARCH & RESCUE EXPENSES

EXTENT OF COVER

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

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

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

We will reimburse the Policyholder up to an amount of \$20,000 per Covered Person, up to a maximum of \$100,000 per any one (1) Period of Insurance, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for such Covered Person and for bringing them to a place of safety.

CONDITIONS UNDER SECTION 15

1. The Covered Person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The Covered Person must not knowingly endanger either their own life or the life of any other Covered Person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for the Covered Person's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Covered Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any event covered under Section 15 is, or is subsequently found to be covered under:
 - a) Section 2 – Kidnap and Ransom/Extortion Expenses; or
 - b) Section 3 – Hijack & Detention; or
 - c) Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses; or
 - d) Section 14 – Political and Natural Disaster Evacuation.

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

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

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

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

1. results from a Covered Person engaging in or taking part in:
 - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b) training for or participating in Professional Sport of any kind.
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Policyholder, a Covered Person, a Spouse/Partner and/or Dependent Child(ren).
3. results from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or a Covered Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan.
4. would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).
5. occurs when the Covered Person is eighty (80) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty (80) years. Furthermore, there is no cover under Section 1 of the Policy for Event 2 (Permanent Total Disablement) or Events 25,26,27 or 28 (Temporary Total Disablement and Temporary Partial Disablement) with respect to any Covered Person who is over seventy-five (75) years of age.

GENERAL PROVISIONS APPLICABLE TO THE POLICY

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

Change of Business Activities

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

Currency

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

Notice of Claim

The Policyholder or Covered Person or any other person entitled to claim under this Policy (Claimant) must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time.

Subrogation

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

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date We receive the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act.

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We do not refund any Premium if We have paid a benefit under the Policy.

Other Insurance

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

Breach of Conditions

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

Aggregate Limit of Liability

(This condition is only applicable to Sections 1 and 2 of the Policy).

- a) Except as stated below, Our total liability for all claims arising under the Policy during any one (1) Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
- b) Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
- c) In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.
- d) Our liability for any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed \$500,000, unless otherwise agreed in writing by Us.
- e) Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/or Civil War shall not exceed \$1,000,000, unless otherwise agreed in writing by Us.

Proper Law

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

Headings

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

Assistance and Co-operation

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

Due Diligence

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

ACE Insurance Limited

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