

TravelCard™



# Real-Time Travel Insurance

## TravelCard Corporate Single Travel Insurance

COMBINED FINANCIAL  
SERVICES GUIDE AND PRODUCT  
DISCLOSURE STATEMENT

Effective 7th April 2018





## Why TravelCard Real Time Insurance

Dear Member of the TravelCard Travel Insurance family,

Firstly, welcome on behalf of myself and my team, we hope your travels are everything you are dreaming of and rest assured that we have got the back of every policyholder we serve and will treat everyone like one of our family.

You will find that we are a unique organisation, offering products and services unlike anything else in the market. We see ourselves as the 'good guys' doing what is great for customers and making life easy.

We love helping people who travel, that is why we had the idea of creating "Real-Time Travel Insurance."

**Our purpose** is to enrich the travel experience of Australians, by providing peace of mind through the delivery of real-time solutions, when you need us most.

**Our philosophy** is to assume the best in everyone and that all our customers are trustworthy.

**Our Vision** is to constantly redefine the best level of care to travelling Australians.

**Our Goals** are to constantly strive to deliver:

1. Market Leading Benefits across all our Real Time Travel Insurance products.
2. Real-Time claims approval and payment, while you're still travelling, without endless paperwork.
3. A customer experience you will be pleased to tell your colleagues, friends and family.

We actually hope to be the first travel insurance and assistance team you can fall in love with.

From myself and my team, we truly hope you enjoy your travels, they can be some of life's most enriching experiences.

Please remember, we are here for you 24/7 and always happy to hear from you... and help you!

Bon Voyage



**Michael Tauber**  
CEO

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# Important Information

## Product Disclosure Statement

This Product Disclosure Statement (PDS) is designed to assist You in considering whether the TravelCard Corporate Single Travel Insurance policy is suitable for You. The PDS describes the features and benefits of the product by setting out the terms, limits, conditions and exclusions of the insurance. This document also contains important information about Your rights and obligations including Your Duty of Disclosure and the Cooling Off Period available for retail clients.

It is important that You read this Product Disclosure Statement with Your Schedule and any other changes to the terms of Your insurance, such as an Endorsement or Supplementary PDS. Together, these documents form Your Policy of insurance.

From time-to-time and where permitted by law, We may change parts of the Policy. If the changes are substantial We will issue a Supplementary PDS.

This PDS Version 1-0 is dated 7th April 2018.

## About TCA Insurance Services Pty Ltd

TCA Insurance Services Pty Ltd (ABN 76 621 476 220) is the authorised representative (AR No 1262773) of the Insurer. TCA Insurance Services Pty Ltd may also be expressed as 'We', 'Us', and 'Our'.

We are a managing general underwriter and hold a binding authority to enter into travel insurance policies on behalf of the Insurer. We issue the PDS and any Policy documentation in accordance with the authority granted by the Insurer. The binding authority permits Us to issue policies, provide ongoing administration services to You and the Insured Person and to settle claims. For all of the services permitted under the binding authority We will act on behalf of the Insurer and not for You.

To find out more about Us visit Our website:  
[www.travelcard.com.au](http://www.travelcard.com.au)

## Who Is the Insurer?

The Insurer is the APRA licensed The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473, holding Australian Financial Services Licence No 241436.

To find out more about the Insurer visit the website:  
[www.Hollard.com.au](http://www.Hollard.com.au)

## The TravelCard

Where We agree, You can choose to receive a TravelCard (the TravelCard) which is a prepaid debit card with an initial nil value.

The TravelCard is one of the ways that We may pay certain approved claims under Section 2 Medical and Medical Evacuation Expenses, Section 4 – Luggage, Personal Effects, Travel Documents for Delayed or Mislaid Luggage and Money claims when You are on Your Journey and have The Travel Card with You.

If an amount is paid in relation to a claim and loaded onto The TravelCard, it may be, if We approve, used to pay certain service providers or, to withdraw the amount from an ATM, subject to terms agreed at the time of the claim.

If there is any problem with the Travelcard or You cannot access any amount paid in relation to a claim as agreed with Us, contact Us:

- Whilst travelling overseas on +61 2 7909 2777
- Whilst travelling in Australia on 1300 123 413

The TravelCard will not be available for everyday purchases or use by You. It is not a credit card, cannot be loaded with Your own monies and is not linked to any deposit account or other product You may have.

You will not own any funds that are loaded onto the TravelCard or be entitled to any interest. Any funds loaded onto the TravelCard that are unused within 3 (three) days may be withdrawn. This will not impact Your right to claim under this insurance.

The TravelCard may be retained by You after Your insurance has expired and may be re-activated by the purchase of a new TravelCard Real Time Travel Insurance Policy of insurance for a period of 3 years.

You can always choose not to use the TravelCard.

Use of the card is subject to the TravelCard Terms and Conditions which contain further details about the TravelCard. The TravelCard Terms and Conditions are sent with the TravelCard and You need to read and keep them in a safe place. They are also available free of charge by calling us or at [www.travelcard.com.au](http://www.travelcard.com.au).

The TravelCard does not form part of this Policy. We have entered into a separate agreement with PCI Holdings AG who have agreed to make The TravelCard's that have been issued to them by the issuer Wirecard Bank Limited available to Our approved customers for the limited use described above and in the TravelCard Terms and Conditions.

A TravelCard will not ever be "issued" to You and remains the property of WireCard Bank Ltd. It must be surrendered on demand and cannot be transferred.

We may change the provider of this service at any time.

Any terms and conditions of The TravelCard will only apply to the extent that they are reasonably necessary to protect our legitimate interests.

## General Advice

You should carefully read the PDS before buying this product to determine whether it is suitable for You. Any advice that is contained in this PDS is general only and does not take into account Your individual needs, objectives or financial situation or of any Insured Persons who are covered under the Policy.

## Code Of Practice

The Insurer, The Hollard Insurance Company Pty Ltd, is a member of the Insurance Council of Australia and is also a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to:

- promote better, more informed relations between Insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between Insurers and their customers; and
- commit Insurers and the professionals they rely upon to higher standards of customer service.

TCA Insurance Services Pty Ltd and The Hollard Insurance Company Pty Ltd proudly support the Code of Practice. You can obtain a copy of the Code from the Insurance Council of Australia website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by calling (02) 9253 5100 or 1300 728 228.

## Communication

We will communicate electronically with You or Your financial services adviser, including providing Policy documentation and notices, unless You tell Us otherwise. You will need to provide Us with the appropriate telephone numbers and current email addresses. Our communication will be effective once delivered to You or Your financial services adviser. It is important that You tell Us as soon as possible of any change in the contact details supplied by You.

## Cooling Off Period

After You have purchased Your TravelCard Single Journey Corporate Travel Policy, You have 21 (twenty one) days from when Your Policy commences to consider the information in Your PDS and whether this Policy is suitable for You. This is called the Cooling Off Period. Within this time You may cancel the Policy and receive a full refund of the premium paid including taxes and fees.

You cannot cancel Your Policy within the Cooling Off Period if You have made a claim under the Policy.

You can exercise Your Cooling Off Rights by contacting Us.

## Cancellation Of Your Insurance

You may contact Us and instruct Us to cancel Your insurance as provided in general condition 7 of this Policy.

We may cancel Your Policy of insurance, where permitted by law, if You have:

- (a) failed to comply with Your Duty of Disclosure;
- (b) made a misrepresentation to Us prior to entering into the Policy;
- (c) failed to comply with a provision of the Policy, which includes failure to pay the premium and all associated charges;
- (d) made a fraudulent claim under this Policy or any other current Policy; or
- (e) failed to notify Us of a specific act or omission as required by this Policy.

If We cancel Your Policy, We will do so by giving You written notice. We will deduct from the premium an amount to cover the period for which You have been insured by Us, and refund to You what is left.

Any Policy fee or non-refundable tax included in Your premium will not be refunded when You cancel Your Policy after the conclusion of the Cooling Off Period.

## Cost Of Your Insurance

The cost of Your insurance will include the amount We have calculated for underwriting the risk of Your insurance, taxes and any other government charges that may be applicable, and a Policy fee. The total cost of Your insurance will be shown on Your Schedule.

In calculating Your premium, We will take a number of factors into consideration. These factors and the degree to which they affect the premium will depend on the information You give us, and the level and type of cover You choose.

The factors that may impact Your premium include:

- the duration of the Journey;
- the destinations; and
- any additional amounts determined by Us to cover the risk of Your insurance.

This Policy is only valid when You pay the premium and all charges; and We issue a Schedule confirming Our acceptance of Your insurance.

## Duty Of Disclosure

Before You enter into an insurance Policy, You have a duty to tell Us anything You know, or could reasonably be expected to know that may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You. You have the same duty before We renew, extend, vary or reinstate an insurance Policy. You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You Do Not Tell Us

If You do not tell Us anything You are required to, We may cancel Your contract of insurance or reduce the amount that We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim or treat the contract as if it never existed.

## Financial Claims Scheme And Compensation Agreements

In the unlikely event that the Insurer was to become insolvent and could not meet its obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at [www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline is 1300 55 88 49.

The Hollard Insurance Company Pty Ltd is an insurance company authorised under the Insurance Act 1973 (Cth). The Insurer is not subject to the Corporations Act 2001 (Cth) financial services licensing requirement to have compensation arrangements 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. The Insurer has compensation arrangements in place that are in accordance with the Insurance Act 1973 (Cth).

## If You Have A Complaint

We are committed to providing You with a superior customer experience. We will also provide the same level of care in managing Your personal information. If You are not happy with Our service, Our products or how We have handled Your personal information, contact Us directly or through Your financial services adviser so that We can resolve the matter efficiently and fairly.

## Step 1 Contact Us – Internal Disputes Resolution Stage 1

If We are unable to resolve Your issue or You are dissatisfied with the response, You can contact the Complaints Manager using the following details:

- Telephone: 1300 123 413
- Email: [complaints@travelcard.com.au](mailto:complaints@travelcard.com.au)

By providing as much information as possible regarding Your complaint at this initial contact stage, We can ensure that We have every opportunity to resolve the matter swiftly. We will take Your complaint seriously.

You will receive an acknowledgement of the complaint lodgment within 1 (one) working day, and We will confirm within 5 (five) working days if We require any further information.

We will endeavour to resolve Your complaint within 15 (fifteen) working days of notification of the complaint, providing that We have received all of the necessary information from You.

If We cannot meet that timeframe, either because We require further information, assessment or investigation is required, We will advise how long We expect this to take. We will also be in contact with You, at a minimum, every 10 (ten) working days throughout the complaint process.

## Step 2 Contact Us – Internal Disputes Resolution Stage 2

If You are not satisfied with the Stage 1 response You have the opportunity to request that the Complaint be independently reviewed by the Internal Disputes Resolution Committee who have the full authority to deal with the complaint.. The Internal Disputes Resolution Committee will be guided by the principles of good faith, equity and merit in the consideration of the complaint.

## Step 3 Contact the Financial Ombudsman Service – External Disputes Resolution

In the unlikely event that We have not resolved the matter to Your satisfaction or Your complaint has not been resolved in 45 (forty-five) calendar days, You may contact the Financial Ombudsman Service (FOS). FOS is a national scheme for insureds which is free of charge to access and is aimed at resolving disputes between an Insured and their Insurer.

FOS decisions are binding on Us (up to specified jurisdictional limits). FOS decisions are not binding on You and You have the right to seek further legal assistance.



To contact FOS:

- Mail: GPO Box 3 Melbourne VIC 3001 Australia
- Telephone: 1800 367 287
- Fax: (03) 9613 6399
- Website: [www.fos.org.au](http://www.fos.org.au)
- Email: [info@fos.org.au](mailto:info@fos.org.au)

## Managing Your Privacy

We collect your personal information, so that We can determine whether We will offer You a Policy. We also provide claims handling services, which may involve the collection of sensitive information, as well as other Policy management services. It is Your decision whether to provide Us with Your personal information but without it, We may not be able to provide You with Our products and services. If You provide Us with personal information about another person, You must only do so with their consent and You agree to make them aware of this privacy notice.

We may also use the information that We collect to improve Our products and services, conduct research, and offer products and services that might be of interest to You.

We may share Your personal information with third parties for underwriting, claims, management services, setting up and administering the TravelCard, or to enable them to offer You products and services provided by them. These parties may include Our Insurers and reinsurers, Your broker and those organisations We rely on to provide Our products and services. Disclosure may also be made to government or regulatory bodies, or as required by law.

If You do not want to receive offers from Us or third parties, please let Our Customer Service Team know.

We may need to disclose information to persons located overseas (including to Israel and the European Union), given the nature of Our services.

Our Privacy Policy has more details, including:

- where and from whom We collect personal information,
- where We store Your personal information,
- how We use and access Your personal information, and
- how to make a complaint.

By providing Us with Your personal information, or other people's that You are authorised to share, You provide Us with consent for its uses and disclosures, until We are told otherwise.

If You wish to withdraw any of these consents, including for things such as receiving information on products and offers, please let Us know.

To get a free copy of our Privacy Policy, please visit Our website at [www.travelcard.com.au](http://www.travelcard.com.au) or ask Our helpful team for more details.

## Our Contract With You

Your Policy is a contract between You and Us.

When We enter into the Policy with You, We provide cover to those persons within the class of persons agreed between Us and You and specified in the Schedule who become Insured Persons for the purpose of this insurance.

Insured Persons do not enter into any agreement with Us. For example, they have no rights to cancel or vary the Policy. The Insured Persons' interests are included by reason of the provisions of the Insurance Contracts Act 1984 (Cth) and they must observe the requirements, terms and conditions of the Policy to receive the benefits We undertake to provide.

We do not provide any notices or give advice in relation to the Policy to Insured Persons or take into account any Insured Person's particular objectives, financial situation or needs. Anyone wishing to access the insurance covers under the Policy as an Insured Person should do so through You and, if requiring financial product advice to ensure that the cover is appropriate to their needs, they should obtain this advice from a person who is licensed to do so.

## When Does Cover Under The Policy Begin And End?

Cover commences from the inception date of cover shown on Your Schedule which We issue confirming Our acceptance of Your insurance and continues for the Period of Insurance shown on Your Schedule.

Cover for cancellation fees and lost deposits will begin from the time these fees and deposits are paid within the Period of Insurance and cover for all other Policy sections begins on the date when the Insured Person commences their Journey.

Unless Injury or Sickness is suffered during the Period of Insurance triggering payment of a benefit to an Insured Person, their access to cover will end when:

- (a) the Period of Insurance expires, or the Policy otherwise ends earlier (e.g. cancellation);
- (b) the Insured Person returns to the place of departure and completes their Journey; or
- (c) the person no longer falls within the definition of Insured Person (i.e. You notify Us in writing that the person no longer falls within the class of persons agreed with You and shown on Your Schedule), whichever happens first.

## Summary Of Insurance

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

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

The Policy also defines certain terms used in this summary, either under 'Words with Special Meanings' (i.e. general definitions) or separately shown in specific sections where applicable only to those sections.

### Section 1 – TravelCard 24/7 Global Assistance

We have the medical expertise to help should You or the Insured Person suffer an Injury or Sickness during Your Journey whilst overseas. We can also organise repatriation back to Australia if it is deemed medically necessary, or when there is a serious illness or death of a Close Relative at home or need for Crisis Consultant Management Services. We can provide you with security and travel alerts whilst you are travelling.

### Section 2 – Medical and Evacuation Expenses

We will pay You or the Insured Person or their estate for certain medical, evacuation and ongoing medical expenses if an Insured Person suffers an Injury or Sickness whilst on a Journey, where such expenses are not otherwise recoverable from any other party and are not expenses which We are prohibited from paying by Health Legislation of the country where the treatment was received.

### Section 3 – Loss of Deposits and Additional Expenses

We will pay the non-refundable unused portion of travel and accommodation expenses paid in advance by You or the Insured Person due to:

- (a) the unexpected death, Injury or Sickness of an Insured Person while on a Journey;
- (b) the unexpected death, Injury or Sickness of the Insured Person's Relative, close business associate, or travelling companion; or
- (c) any other unforeseen circumstances not otherwise excluded by the Policy occurring outside the control of You or of the Insured Person.

Section 3 also extends to provide a range of additional covers as specified in the Policy.

### Section 4 – Luggage, Personal Effects and Travel Documents

We will reimburse You or the Insured Person for loss of, theft of or damage to certain items of accompanied luggage, personal effects and business property, Electronic Equipment, or travel documents in specified circumstances whilst on a Journey.

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

### Section 5 – Personal Accident and Sickness

We will pay agreed lump sums or weekly benefits if an Insured Person suffers Injury or Sickness which results in a covered event (as specified in the Policy) whilst on a Journey. A covered event may include, but is not limited to, accidental death or disablement, or an Injury or Sickness resulting in the Insured Person being temporarily unable to work.

We also provide a wide range of supplementary benefits to cover the cost of additional services and extra expenditures necessarily incurred as a result of the death or incapacity of an Insured Person.

### Section 6 – Missed or Delayed Transport Connection

We provide cover against the extra costs of alternative scheduled transportation, necessarily incurred when the Insured Person is travelling to attend a scheduled meeting or conference when, due to unforeseen circumstances outside their control, they miss a scheduled transport connection and are unable to arrive at their destination on time and the meeting or conference cannot be delayed.

We will also pay under this section, the reasonable additional travel, accommodation and meal expenses resulting from delay where an Insured Person is denied boarding on a confirmed scheduled flight due to overbooking by the carrier where the carrier does not provide alternative transport within 8 (eight) hours of the original scheduled departure time.

We will not pay any amount under this section that is recoverable from the original carrier.

### Section 7 – Identity Theft

We will pay the Insured Person's legal and court costs incurred in defending any suit by a creditor or credit agency arising as a result of identity theft and/or removing any associated civil or criminal judgements. We also cover credit card fraud and the cost of challenging the accuracy of information about the Insured Person held in the records of a consumer credit bureaux.

## **Section 8 – Alternative Employee or Resumption of Assignment Expenses**

We reimburse You for certain alternative Employee expenses or resumption of assignment expenses incurred as the direct result of an Insured Person dying or suffering an Injury or Sickness whilst on a Journey, or having to terminate their Journey to return to their Country of Residence in Australia early following the unexpected death of a Relative.

## **Section 9 – Rental Vehicle Excess Cover**

We reimburse You or the Insured Person for the excess applicable under the insurance Policy covering a rental vehicle or a personal vehicle hired or used by the Insured Person which the Insured Person is liable to pay because the vehicle is involved in a collision or is stolen or damaged whilst under their care on a Journey.

## **Section 10 – Political Risk, Natural Disaster Evacuation Expenses and Hijack**

We cover the expense necessarily and reasonably incurred to relocate the Insured Person from any country they are visiting whilst on their Journey to the nearest place of safety or to return them to their Country of Residence in consequence of political risk to them or due to the occurrence of a major natural disaster. No cover is provided if the Insured Person has entered the country against the advice of any official travel advisory service or by Us, or is acting in violation of the laws or contrary to the advice of the country concerned.

We also provide cover where public transport in which the Insured Person is travelling whilst on a Journey is hijacked and they are forcibly detained for more than 12 (twelve) hours with the appointment of a travel specialist linked with Our international network will monitor the situation and maintain contact with You during the period of the Insured Person's detainment.

## **Section 11 – Personal Liability and Legal Expense Protection**

We indemnify the Insured Person under Part A of this section against certain damages they become personally legally liable to pay as compensation in respect of either Injury to persons or loss of or damage to property resulting from an occurrence happening whilst they are on a Journey. We also pay legal defence costs and expenses incurred with Our consent.

We do not cover claims under this Policy relating to the conduct of Your business including professional advice rendered by the Insured Person in the course of their employment.

Under Part B of this section 11, We also provide assistance with legal costs necessarily incurred by an Insured Person while on a Journey as a result of false arrest or wrongful detention.

## **Section 12 – Extra Territorial Workers Compensation**

We indemnify You against Your liability to the Insured Person to pay statutory workers' compensation benefits or damages at common law for death, Injury or occupational disease under legislation applying in any overseas country where the Insured Person is engaged in employment on Your behalf.

We do not cover any such claims by Insured Persons who are not employed by You in Australia or any Insured Person deemed not to be a worker employed by You.

## **Section 13 – Kidnap Ransom and Extortion**

We indemnify You for certain extortion, ransom monies and other amounts if an Insured Person is the subject of kidnapping or extortion demands whilst on a Journey and will also provide crisis consultant management services to assist in the management of that event.

## **Section 14 – Corporate Travellers Family Care**

We provide a number of specified benefits and payments to assist the Insured Person and/or their family in managing their circumstances and rehabilitation following death, Injury or Sickness of the Insured Person or the death of a spouse while the Insured Person is on a Journey.

## **Section 15 – Search and Rescue Expenses**

We will pay the reasonable costs incurred by a recognized rescue provider or the police authorities, if, whilst on a Journey outside their Country of Residence, an Insured Person is reported missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation.

## **Section 16 – Cover While Cruising**

We provide a range of covers unique to cruising to indemnify an Insured Person against loss or for the payment of certain specified costs and expenses incurred while the Insured Person is travelling as a passenger on a cruise vessel or ship.

# Policy Wording

## What We Do Not Cover Under This Policy

We will not pay claims under any section of this Policy arising directly or indirectly from or in connection with:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.  
  
This exclusion 1 shall not apply to any claim where the Insured Person, while correctly observing the travel advice or warnings provided by Us or by any government or other official body regarding travel in any particular country, is unexpectedly caught up in an outbreak of insurrection, war, civil unrest, political unrest or hostilities, unless such occurrence would be foreseeable to a reasonable person before the Insured Person entered the country.
2. Air travel, except as a passenger in a properly licensed aircraft.
3. Intentional self-inflicted Injury or suicide of an Insured Person.
4. Any sexually transmitted disease.
5. Any claim relating to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or Human Immunodeficiency Virus (HIV) contracted whilst travelling, except as provided under Extra Cover 20. HIV Accidental Infection Benefit in 'Section 5 - Personal Accident and Sickness'.
6. Training for or participating in Professional Sports of any kind.
7. Any criminal or intentional illegal act of You or an Insured Person.
8. Any claim or loss where You or an Insured Person have a claim under another section of the Policy for the same claim or loss.

And, We shall not be deemed to provide cover, nor be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or Our parent company or its ultimate controlling entity or any reinsurers, to the extent that such cover, claim or service would violate any applicable trade or economic sanctions, law or regulation of any country.

## General Conditions Applying to All Sections

Any failure by You or an Insured Person to observe and fulfil the General Conditions of the Policy will be in breach of Our contract with You and may affect Your entitlements or the entitlements of the Insured Person under the Policy.

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<b>1. Age Limit</b>	This Policy covers any event which happens to an Insured Person while on a Journey. However, cover for Insured Persons who are 85 (eighty-five) years of age and over is conditional upon them providing Us with written confirmation from their Doctor that they are medically fit to undertake the proposed Journey.
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<b>2. Travelling Together</b>	<p>We recognise that a spouse or Dependent Children may accompany an Insured Person on the Journey.</p> <p>We do not require that they travel together on the same mode of transport. However, they need to demonstrate that they will accompany the Insured Person for at least 50% of the Journey.</p>
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<b>3. Claims</b>	<p>When an event happens during the Period of Insurance that is likely to result in a claim under Your Policy, You and/or the Insured Person must:</p> <ol style="list-style-type: none"><li>Contact Our TravelCard 24/7 Global Assistance Customer Service Officer for emergency assistance as soon as practicable;</li><li>take all reasonable precautions to prevent further loss, damage, Injury, Sickness or liability;</li><li>take the names and addresses of witnesses to the event including details of any third party who may be responsible for the event, occurrence or circumstance;</li><li>report to the police or other relevant authority, within 24 (twenty-four) hours of discovery, details of any Injury, damage, property lost, stolen or maliciously damaged;</li><li>report the matter to the carrier providing transportation. We may later ask for a copy of their related report;</li><li>give notice of the claim to Us within 30 (thirty) days or as soon as reasonably practicable after the date of the occurrence, event or circumstance;</li><li>We may at Our own expense have any Insured Person who is the subject of a claim under the Policy, medically examined from time to time;</li><li>complete a claim form as and when required by Us and when requested, provide proof of ownership, receipts, medical reports and any other information We require in support of the claim; and</li><li>supply Us with all information and assistance as We may reasonably require.</li></ol> <p>For any Injury and Sickness claims it will be at Our discretion whether We evacuate or repatriate an Insured Person based upon the medical necessity which will be derived from advice of the attending Medical Practitioner or our medical advisor. Based on that advice, we will determine the most appropriate mode of transportation, evacuation and/or repatriation destination.</p> <p>For loss or damage to property claims, We will at Our Discretion choose to do one of the following:</p> <ul style="list-style-type: none"><li>arrange to repair Your property to the same condition prior to the loss;</li><li>pay You the reasonable costs of such repairing up to but not exceeding the cost of replacing Your property; or</li><li>arrange or pay for its replacement with similar property.</li></ul> <p>For any legal liability claims, We will determine who was solely at fault or contributed to the cause as part of the process of validating Your claim. It will be at Our discretion how We manage Your claim.</p>
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### 3. Claims (cont.)

To ensure that We can expedite the payment of Your approved claim under any section of the Policy, We may pay the amount of the claim directly to:

- a third-party provider of such services; or
- the TravelCard; or
- You, in reimbursement of Your loss.

Any failure to furnish Us with notice of an event, occurrence or circumstance as required by this Policy will not invalidate any claim, but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure or delay.

If You or the Insured Person should fail to comply with this condition 3, We may not be able to process the claim.

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### 4. Proof of Loss and Physical Examination

After We receive notice of a claim We will provide You with Our usual claim form for completion or You may be able to complete it with our claims team over the telephone on 1300 123 413. You must provide all evidence required by Us in a timely manner at the expense of You or the Insured Person and in such form and nature as We may require. We may at Our own discretion and expense conduct any medical examination or arrange for an autopsy to be carried out unless it is illegal to do so.

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### 5. Compliance

You and the Insured Person must follow Our advice and instructions and those of Our TravelCard 24/7 Global Assistance Customer Service Officer. Failure to do so may result in Our refusal to pay part or all of Your claim.

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### 6. Defence, Settlement of Claims and Subrogation

We have the right to commence or take over the conduct of legal proceedings in Your and/or the Insured Person's name in the defence or settlement of any claim under section 11 of this Policy, even if the action is groundless, false or fraudulent.

We will investigate, conduct, negotiate and settle any claim under the Policy or related legal action as We see fit.

You and the Insured Person must not admit liability to any third party if an event or incident occurs which is likely to result in someone claiming against You or the Insured Person, nor make any admission of guilt or promise or offer of payment of any claim by a third party, unless We first agree in writing.

We also have the right under section 11 and any other section of this Policy to sue or prosecute any other party, excluding a party specified in sections 65 and 66 of the Insurance Contracts Act 1984 (Cth), in Your name or in the name of the Insured Person, exercising Our right of subrogation to recover any claim monies paid by Us for which such party is legally responsible to You or the Insured Person at law.

You and the Insured Person must cooperate with Us and Our solicitors in executing and delivering instructions and papers and taking whatever action or assistance is reasonably required by Us in relation to all of the above matters.

You and the Insured Person must not take any action that would prejudice Our position in the conduct of any claim or recovery action.

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### 7. Cancellation

#### Cancellation by You

This Policy may be cancelled by You at any time by giving Us written notice, in which case We will retain either the proportion of the premium calculated for the period the Policy was in force up to the date of cancellation.

Any Policy fee or non-refundable charge included in calculating the cost of Your Policy will not be refunded when You cancel Your Policy after the conclusion of the cooling off period.

#### Cancellation by Us

This Policy may be cancelled by Us if You or the Insured Person are in breach of any of the Policy terms or conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984 (Cth), in which case We will refund the proportion of the premium for the unexpired Period of Insurance.

<b>8. Currency</b>	All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense.
<b>9. Our Limits of Liability</b>	Our maximum liability for all claims under each Policy section will not exceed the Maximum Sum Insured shown on Your Schedule for all claims arising out of any one occurrence, event or series of related events. However, where the Policy refers to the Maximum Sum Insured being an annual aggregate limit, this amount is the most We will pay in any one Period of Insurance for a specific circumstance, event or benefit covered by the Policy, regardless of the number of occurrences giving rise to claims.
<b>10. Proper Law and Jurisdiction</b>	This Policy is governed by the laws of New South Wales and any dispute or action regarding the Policy or its coverage will be subject to the exclusive jurisdiction of any competent court in Australia.
<b>11. Automatic Extension of the Period of Insurance</b>	We will automatically extend the Insured Person's cover for up to 3 (three) calendar months from the date of the Insured Person's expected return to their Country of Residence if such return is deferred due to delay of transport or the Insured Person's inability to travel due to an Injury or Sickness for which a claim is payable under this Policy.
<b>12. Observance of Official Travel Warning and Directions</b>	<p>You and any Insured Person must observe Government or other official travel warnings for safe travel in overseas countries when deciding travel arrangements. Any decision by You and/or the Insured Person to ignore any such advice or warning and to undertake a Journey without Our approval in such overseas countries will be deemed a voluntary assumption of risk by You and the Insured Person and subject to Section 54 (2) of the Insurance Contracts Act 1984 (Cth), no indemnity will be available to You or the Insured Person under this Policy for the events otherwise covered by this Policy.</p> <p>Information regarding safe travel is available at <a href="http://www.smartraveller.gov.au">www.smartraveller.gov.au</a>.</p>
<b>13. Renewal</b>	This Policy has been arranged for a fixed term and is not renewable.
<b>14. Fraudulent Claims</b>	If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by You or the Insured Person or anyone acting on behalf of either You or an Insured Person than any right to obtain any benefit under this Policy will be forfeited and, if applicable, We will recover all monies paid prior to Our discovery of the fraud.
<b>15. Claim Offset</b>	<p>Except for 'Section 5 - Personal Accident and Sickness', Part A - 'Lump Sum Benefits - Injury', Part C - 'Weekly Benefit - Sickness' and Part 5D - 'Fractured Bones - Lump Sum Payments', no compensation is payable under this Policy for any loss or event or liability which is covered under any other insurance, health or medical scheme or Act of Parliament or is payable by any other source.</p> <p>We will however, pay the difference between what is payable under the other insurance, health or medical scheme or Act of Parliament or such other source and what You or the Insured Person would be otherwise entitled to recover under this Policy, where permissible under Law.</p>
<b>16. Tax or Imposts</b>	Where We are, or believe We will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with this Policy, We may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits) under this Policy in the manner and to the extent We determine to be appropriate to take account of such tax or impost.
<b>17. Inspection and Audit</b>	We may examine and audit Your business documents relating to the subject matter of this insurance, until 3 (three) years after this Policy has expired or has been cancelled. Any premium due and payable for exposures which exist but were not reported will be determined by Our audit.

# Policy Cover

We now set out what We Cover and What We Do Not cover under each section of the Policy in respect of any event or circumstance occurring during the Period of Insurance while an Insured Person is on a Journey.

You must comply with the General Conditions Applying To All Sections on pages 13 to 15 of the Policy and any specific conditions shown in individual sections which have particular application only to those sections. If You do not comply with all policy conditions, We may decline the claim.

In addition to advice about What We Do Not Cover in each section, Your Policy is subject to a number of general exclusions that apply to the whole Policy. These are listed under What We Do Not Cover Under This Policy on page 12 and specify circumstances where cover is excluded.

Our total limits of liability for loss arising from insured events are shown on Your Schedule.

This Policy has been arranged for a fixed term for a specific Journey and is not renewable.

## Section 1 – TravelCard 24/7 Global Assistance

We have the medical expertise to help should You suffer an Illness, Sickness or Injury during Your Journey and can also organise repatriation back to Australia if it is deemed medically necessary, or when there is a serious illness or death of a close relative at home or need for security assistance.

In the event that You need assistance simply call:

- Whilst You are travelling Overseas +61 2 7909 2777
- Whilst You are travelling in Australia 1300 123 413

The service operates 24 hours a day, 365 days of the year. You will need to provide Us with Your Policy number and a telephone number where We can reach you. If You are having difficulty getting through please email [claims@travelcard.com.au](mailto:claims@travelcard.com.au).

You must contact Us as soon as practicable and prior to any inpatient treatment or before any arrangements are made for Your repatriation or curtailment back to Australia.

If You are admitted to Hospital We will arrange payment for any medical expenses that are covered.

Private medical treatment is not covered unless specifically authorised by Us. If You are travelling to a

country with a Reciprocal Health Care Agreement with Australia You must make the treating physician aware that You wish to be treated under this agreement.

### TravelCard Medical Assistance

The Insured Person can access assistance whilst they are on their Journey from Our team of medical specialists who have access to an Our international network. This assistance will include:

- Access to qualified Medical Practitioners for emergency advice or assistance.
- Helping You locate a suitable medical facility locally.
- Payment of agreed claims to Hospitals, clinics and other medical facilities.
- Payment for required medication agreed by TravelCard.
- Liaison between You, the treating medical facility and Our medical experts.
- Emergency evacuation to Australia where We deem it to be medically necessary.

### TravelCard Travel Advice & Assistance

The Insured Person access assistance before they commence their Journey from Our team of travel specialists who have access to Our international network. This assistance will include information about the TravelCard claim payment processes, how to use the Travelcard, pre-travel medical advice.

The Insured Person(s) can access assistance whilst they are on their Journey from Our team of travel specialists who have access to Our international network. This assistance will include:

- Referral service to Legal support.
- Guidance to the locations of the Australian Embassies and consulates.
- Assistance in replacing Your passports and travel documents.
- Assistance in cancelling lost and stolen credit cards.
- Assistance in tracking delayed luggage.
- Security alerts, country intelligence, travel alerts and threat forecasts from RiskMonitor Traveller.

We have partnered with PassportCard Group, Global Medical Network Specialist Group including air ambulances and the crisis risk management assistance company Drum Cussac Group Ltd so that We can provide You with information to help You prepare for Your Journey and to assist You to return home safely.

**Contact should be made with a Customer Service Officer at TravelCard 24/7 – Global Assistance to activate these services.**



# Section 2 – Medical And Medical Evacuation Expenses

Claims under this section 2 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. A Customer Service Officer will record the details of the circumstance or event and will arrange appropriate referrals where necessary for medical treatment. For outpatient treatment and Doctor visits covered by this Policy, We will either reimburse Your expenses or arrange to pay for Your treatments and medication direct to the provider.

## Limits Applicable To Section 2

Our liability for claims under section 2 shall not exceed the actual amount incurred for medical expenses payable in relation to the Insured Person's Injury or Sickness and is otherwise unlimited in this section 2 including expenses for medical evacuation and repatriation of mortal remains, except for the limits as specified in benefits 2 and 5 below.

## What We Cover

The benefits We provide

### 1. Overseas Medical Expenses

#### We Cover

All reasonable costs necessarily incurred outside the Insured Person's Country of Residence for:

- (a) Injury or Sickness resulting in hospital, surgical or other diagnostic or remedial treatment given or prescribed by a registered and legally qualified Medical Practitioner;
- (b) emergency optical treatment provided by a registered and legally qualified Medical Practitioner or optician; and
- (c) emergency dental treatment provided by a registered and legally qualified dentist for the relief or management of dental pain. No cover is provided for normal maintenance of dental health or where the dental pain is the result of poor dental hygiene.

#### We Do Not Cover

Medical expenses associated with routine visits to any registered Medical Practitioner or optician or dentist in the management of the Insured Person's health or wellbeing.

### 2. Ongoing Medical Expenses

#### We Cover

All reasonable costs necessarily incurred by the Insured Person for ongoing medical expenses incurred by an Insured Person in Australia for an Injury, Sickness, dental or optical condition sustained in the Period of Insurance and first treated outside of Australia during a Journey.

#### We Do Not Cover

- (a) Medical expenses which We are prohibited by law from paying in the Insured Person's Country of Residence.
- (b) More than a maximum of \$60,000 for ongoing medical expenses if the Insured Person's Country of Residence is any country other than Australia.

### 3. Overseas Medical Evacuation Expenses

#### We Cover

- (a) The emergency transportation services for the Insured Person. The Overseas Medical Evacuation Expenses include the costs of the medical evacuation service, including those of the necessary accompanying medical staff, for necessary emergency air, land or water transportation:
  - i. to move the Insured Person to another location to obtain necessary medical treatment; or
  - ii. to repatriate the Insured Person to Australia;
  - iii. where an Insured Person has suffered Injury or Sickness for which there is an entitlement to a payment under Benefit 1 'Overseas Medical Expenses'.

- (b) The reasonable transport and/or accommodation expenses incurred by:
- i. the Insured Person's Spouse and/or Dependent Children
  - ii. the Insured Persons travelling companion who upon the advice of a Doctor or Medical Practitioner are required to travel with or remain with the Insured Person who has sustained an Injury or Sickness covered by this Policy whilst on a Journey during the Period of Insurance and is admitted as an inpatient of a hospital which is more than 100 (one hundred) kilometres from the Insured Person's normal place of residence.
- (c) We will also cover the cost of returning the Insured Person to the location from where they were evacuated. If We have returned the Insured Person to Australia the cost of their return falls within 'Section 8 - Alternative Employee or Resumption of Assignment Expenses'.

#### 4. Repatriation Of Mortal Remains

##### We Cover

Repatriation of mortal remains/burial expenses

The reasonable costs incurred following the death of the Insured Person resulting from an event covered by this Policy:

- (a) to transport the Insured Person's body or ashes and or personal effects back to a place nominated by the legal representative of the Insured Person's estate;
- (b) for funeral burial or cremation and associated expenses; and/or
- (c) for one Close Relative approved by Us to travel to, remain with or accompany the Insured Person's body or ashes back to a place nominated by the legal representative of the Insured Person's estate.

#### 5. Hospitalisation Cash Benefits

##### We Cover

- (a) Inpatient Cash Benefit of;
  - \$400 for each completed 24 (twenty four) hour period during which an Insured Person is hospitalised overseas as an inpatient due to Injury or Sickness, up to a maximum of 25 (twenty-five) days.
- (b) Inpatient Coma Benefit of;
  - \$300 for each completed 24 (twenty four) hour period during which an Insured Person is hospitalised overseas as an inpatient due to a Coma or being placed in a Coma while under medical treatment, up to a maximum of 10 (ten) weeks.

For the purpose of this cover, 'Coma' means the Insured Person being in a prolonged state of deep unconsciousness due to an Injury or Sickness.

##### We Do Not Cover

- (a) More than \$10,000 for benefit 5(a) in respect of the same Injury or Sickness.
- (b) More than \$21,000 for benefit 5(b) in respect of the same Injury or Sickness.
- (c) Cumulative benefits. No amount is payable under (a) Inpatient Cash Benefit where a benefit is payable under (b) Inpatient Coma Benefit.

## What We Do Not Cover

### Additional Exclusions Applicable to Section 2

We will not pay:

1. Expenses recoverable by You or the Insured Person from a third party responsible at law for the Insured Person's death, Injury or Sickness.
2. Expenses We are prohibited from paying by any relevant Health Legislation.
3. Expenses incurred when the Insured Person is travelling against medical advice or to seek medical attention or advice.
4. Expenses incurred when the Insured Person is travelling with a terminal condition diagnosed prior to travel or travelling when he or she is knowingly unfit to do so.
5. Expenses incurred for continuing treatment or medication commenced or prescribed prior to the commencement date of the Journey, which the Insured Person has been advised to continue whilst travelling.
6. Expenses incurred more than 24 (twenty-four) calendar months after the date of Injury or when the Sickness first manifested.
7. Special Conditions Applicable to benefit 1. Overseas Medical Expenses of Section 2.
8. Failure to observe the requirements of these special conditions may affect claim entitlements.
  - (a) Any decision regarding the location of the place for medical treatment and how to move the Injured or Sick Insured Person will be made by Us based on the medical advice received and in the best interests of the Insured Person.
  - (b) We will use the Insured Person's return ticket towards Our costs if the Insured Person is returned to his or her Country of Residence.

## Section 3 – Loss Of Deposits And Additional Expenses

Claims under this section 3 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. A Customer Care Officer will record the details of the circumstances and provide assistance with the resolution of any claim.

### Limits Applicable To Section 3

Our payments for claims under this section will not exceed the actual loss, cost or expense suffered by You or the Insured Person and is otherwise unlimited except that:

- (a) a Maximum Sum Insured of \$25,000 per Insured Person shall apply to claims in relation to an Insured Person's Leisure Travel;
- (b) We will pay the lesser of \$500 or 15% of the total Journey cost for any claimed travel agent cancellation fees.

## What We Cover

### 1. Loss Of Deposits

#### We Cover

The non-refundable unused portion of travel or accommodation arrangements paid for in advance by You or the Insured Person following necessary cancellation, alteration or incompleteness of the Insured Person's Journey due to:

- (a) the unexpected death, Injury or Sickness of an Insured Person;
- (b) the unexpected death or Serious Injury or Serious Sickness of:
  - the Insured Person's Relative;
  - a close business associate;
  - the Insured Person's travelling companion; or
- (c) any other unforeseen circumstances occurring outside the control of You or the Insured Person unless specifically excluded elsewhere in this Policy.

### We Do Not Cover

Loss or expense from any change of plans, or disinclination on the part of the Insured Person or of any other person to undertake the Journey.

## 2. Additional Cancellation / Curtailment / Interruption Expenses

### We Cover

The expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred, less any refund on unused prepaid travel and accommodation arrangements, due to:

- (a) the Insured Person suffering an Injury or Sickness during their Journey;
- (b) the Insured Person having to return to Australia during their Journey due to the unexpected death or Serious Injury or Serious Sickness of:
  - a Relative;
  - a close business associate;
  - the Insured Person's travelling companion; or
- (c) any other unforeseen circumstances occurring during travel and outside the control of You or of the Insured Person, unless specifically excluded elsewhere in this Policy.

We may choose to reimburse You or the Insured Person or pay direct to the provider.

### We Do Not Cover

- (a) Loss or expense from any change of plans, or disinclination on the part of the Insured Person or of any other person to undertake the Journey.
- (b) Any additional expenses resulting from cancellation, delay or rescheduling where the expense has been recovered from the carrier.
- (c) Travel agent cancellation fees for more than the lesser of \$500 or 15% of the total Journey cost.

## 3. Frequent Flyer Points

### We Cover

We reimburse You or the Insured Person the value of frequent flyer or similar air points lost following cancellation of the Insured Person's airline ticket where an airline ticket was purchased using frequent flyer or similar air points.

Our payment will be calculated as follows:

- (a) where no refund of the Insured Person's points is available from the airline, We will pay the cost of the equivalent class air ticket on the quoted retail price at the time the ticket was issued; or
- (b) where refund of a portion only of the value of Your or the Insured Person's points is available from the airline, We will refund the difference between cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued and the value of the portion of Your or the Insured Person's points refunded by the airline.

### We Do Not Cover

- (a) Loss of frequent flyer, or similar air points unless the cancellation arises from an event covered by this Policy.
- (b) Loss of frequent flyer, or similar air points recoverable from any other source.

## What We Do Not Cover

### Additional Exclusions Applicable To Section 3

We do not cover claims for loss or expenses arising directly or indirectly from or in connection with:

1. The cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been media warning before the date the particular Journey was booked that such events were likely to occur.
2. Any business or employment commitment or financial or contractual obligation of You, the Insured Person or any other person on whom the Journey depends.

3. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or Journey. This exclusion does not apply in relation to pre-paid transportation and accommodation arrangements purchased separately to get to and/or from an Insured Person's destination.
4. A terminal condition suffered by the Insured Person, diagnosed prior to the Insured Person's cover commencement date as described under the period of individual cover in the Schedule.
5. The Insured Person travelling against medical advice, or to seek medical attention or advice, or when he or she is unfit to travel.

## Section 4 – Luggage, Personal Effects, Travel Documents

Claims under this section 4 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance as soon as practicable. A Customer Service Officer will record the details of the circumstances and provide assistance with the resolution of any claim.

### Limits Applicable To Section 4

Our liability for claims under this section is limited to \$20,000 any one event for each Insured Person.

## What We Cover

### 1. Luggage, Personal Effects, Portable Business Equipment And Documents

#### We Cover

- (a) The cost of replacing the Insured Person's accompanied luggage, personal effects, portable business equipment (including computers and mobile phones), Electronic Equipment, business property (including business papers, plans, specifications, manuscripts, and stationery) accidentally lost or damaged during a Journey.
- (b) Where any of the above property is damaged, if it is economical to do so, We will pay the cost of repairing the item to the same condition as when new.
- (c) For any of the above business papers, plans, specifications, manuscripts, and stationery, We will pay the cost of reproducing these documents but excluding research and/or development costs.
- (d) At Our discretion, We will repair or replace Your above property, or pay the damage and loss in cash.
- (e) Where damage is occasioned to a business laptop, computer hard drive or any external drive, We will pay the expenses incurred for the services of an IT professional to recover data on the damaged drive.
- (f) Cover commences at the later of the time of collection from the Insured Person's place of work or 72 (seventy two) hours prior to commencement of the Journey and continues until the earlier of 72 (seventy two) hours after termination of the Journey or until the property is returned to the Insured Person's place of work.

#### We Do Not Cover

- (a) Amounts payable under contract for the purchase or rental of a mobile phone.
- (b) More than the Sum Insured shown on Your Schedule.

## 2. Delayed or Mislaid Luggage

### We Cover

If any items of Your Luggage and Personal Effects are delayed, misdirected or misplaced by the Carrier

- (a) After You have lodged a Property Incident Report (PIR) with the carrier We will immediately pay You \$150 per Insured Person for immediate purchase of essential items of clothing and other personal items
- (b) If the delay is for more than 8 (eight) consecutive hours the reasonable reimbursement of expenses incurred by the Insured Person during the Journey for the emergency replacement of essential items.

Claims must be supported by receipts for the reasonable replacement of items the Insured Person needed to purchase.

### We Do Not Cover

- (a) Claims for mislaid luggage unless supported by written confirmation from the carrier responsible.
- (b) More than the Sum Insured shown on Your Schedule for data recovery.

## 3. Travel Documents

### We Cover

The non-recoverable cost of replacing the Insured Person's travel documents, credit cards or traveller's cheques lost or damaged during the Journey.

## 4. Credit Card Fraud

### We Cover

The amount that You or the Insured Person is legally responsible to pay arising out of the unauthorised use of Your or the Insured Person's travel documents, credit cards or traveller's cheques stolen or lost while the Insured Person is on a Journey.

### We Do Not Cover

- (a) The unauthorised use of travel documents, credit cards or traveller's cheques by the Insured Person, the Insured Person's Relative or travelling companion.
- (b) Claims for any amount where the Insured Person:
  - failed to comply with the conditions of issue and use of the financial organisation applicable in these circumstances; or
  - failed to take reasonable action to avoid or minimise the loss.

## 5. Money

### We Cover

Money in the possession of the Insured Person that is accidentally lost or stolen while the Insured Person is undertaking a Journey covered by this Policy, including the misuse of negotiable documents after they are accidentally lost or stolen.

Cover will commence at the time of collection from a financial institution or 72 (seventy two) hours prior to commencement of the Journey, whichever is the later and shall continue for 72 (seventy two) hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.

### We Do Not Cover

- (a) Theft of Money by the Insured Person.
- (b) That You do not report within 24 (twenty-four) hours of discovery to the police or an officer of the bus line, airline, shipping line or rail authority with whom You Were travelling when the theft or loss occurred.
- (c) You cannot prove that You made such a report by providing Us with a written statement from the party to whom You reported.
- (d) the cash that was stolen or lost was not on Your person.
- (e) More than \$5,000 in total for loss relating to Money and negotiable documents resulting from the same event unless a higher Sum Insured is shown on Your Schedule.

## 6. Keys And Locks

### We Cover

The costs actually incurred by You or the Insured Person for the replacement of keys and locks where an Insured Person loses identification and keys at the same time.

### We Do Not Cover

More than \$3,000 in total for loss of keys and locks resulting from the same event.

## 7. Repatriation Of Belongings

### We Cover

The expenses reasonably and necessarily incurred by You or the Insured Person in returning the Insured Person's luggage, business property, Electronic Equipment, Money and/or travel documents to them, or to their usual place of residence or work, if during the Period of Insurance, the Insured Person whilst on a Journey shall sustain Injury or Sickness for which they are:

- (a) hospitalised for a period of more than 24 (twenty four) hours, or
- (b) they are evacuated/repatriated and as a result, separated from their belongings.

At Our discretion, We will return the relevant items either to the Insured Person, or to their usual place of residence or work.

### We Do Not Cover

More than \$3,000 any one event.

## What We Do Not Cover

### Additional Exclusions Applicable To Section 4

We will not pay:

1. Damage caused by or resulting from the electrical or mechanical breakdown of an insured item.
2. Damage to or replacement of any electronic data or software unless We have agreed otherwise elsewhere in this Policy.
3. Loss or damage arising from scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
4. Wear and tear or deterioration or damage due to atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
5. Loss of or damage to luggage, personal effects, business property, travel documents or Money shipped under any freight agreement, or items sent by postal or courier services or given to someone else other than a travelling companion.
6. Loss due to depreciation or devaluation of currency.
7. Loss or damage arising from confiscation or destruction by customs or any other authorities.
8. Losses recoverable from any other source, such as airlines or other insurance, including automatic credit card travel insurance.
9. Loss of or damage to personal computers, mobile phones or any Electronic Equipment:
  - (a) where theft or attempted theft occurs while such equipment is unattended, other than when securely locked inside a building or securely locked out of sight inside a motor vehicle; however, this exclusion 9(a) shall not apply in circumstances where the Insured Person leaves such property temporarily unattended whilst on any conveyance and takes all reasonable precautions to safeguard the property and has no option other than to leave the property temporarily unattended;
  - (b) whilst carried in or on any conveyance unless:
    - i. they accompany an Insured Person as personal cabin luggage; or
    - ii. the conveyance operator has specifically instructed You or the Insured Person that such items must be placed in the hold prohibiting the Insured Person from carrying the items as personal cabin baggage, in which case the Electronic Equipment must be reasonably and adequately packaged and protected from theft or damage.

10. Loss of or damage to luggage, personal effects, including jewellery not being worn or carried by the Insured Person and/or travel documents, left in any Public Place. However, this exclusion 10 shall not apply in circumstances where the Insured Person leaves such property temporarily unattended whilst on any conveyance and takes all reasonable precaution to safeguard the property and has no option other than to leave the property temporarily unattended.
11. Loss of or damage to any goods intended for sale or trade in excess of \$1,000 in total for any one Journey or for the Period of Insurance.
12. Loss of or damage to household furniture and household appliances unless acquired during the Journey for personal use by the Insured Person or for use in the Insured Person's Country of Residence.
13. Loss of or damage to non-portable business property, computer or Electronic Equipment.

### Special Conditions Applicable To Section 4

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. All loss or damage attributable to theft or vandalism must be:
  - (a) reported by You or the Insured Person to the local police or appropriate authority as soon as possible after the discovery of the loss or damage; and
  - (b) a written acknowledgement of the report obtained.
2. All loss or damage occurring to property whilst in the custody and control of carriers must be reported to the carrier on discovery of that occurrence and a written acknowledgement of the report obtained.
3. Loss or fraudulent use of credit cards, traveller's cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
4. The Insured Person shall take reasonable precautions at all times for the safety and supervision of their insured luggage, personal effects, travel documents, Money and credit cards.

## Section 5 – Personal Accident And Sickness

Claims under this section 5 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. Our Customer Service Officer will record the details of the Insured Person's Injury or Sickness and the likely support and/or treatment needed in the circumstances and arrange for their team of qualified medical professionals to become involved. The Insured Person will receive financial support to cover the costs associated with their treatment.

### Limits Applicable To Section 5

Our liability for claims for Injury and Sickness under Parts A to E and under the Extra Cover of section 5 shall not exceed the Sum Insured amounts shown on Your Schedule.

### What We Cover

#### Part A – Lump Sum Benefits – Injury

Cover for an Event listed under this Part A applies:

#### We Cover

If an Insured Person during a Period of Cover suffers an Injury which results within 12 (twelve) consecutive months, in any Event described in the Part A Table of Events, We will pay You the compensation benefit stated in the Table.

#### Part A Table Of Events

Category	Event	Compensation Benefit % of Sum Insured shown on Your Schedule
	Death by accident	100%
<b>Totally Incapacitated</b>	Permanent Total Disablement	100%
	Permanent Paraplegia	100%
	Permanent Quadriplegia	100%



Category	Event	Compensation Benefit % of Sum Insured shown on Your Schedule
<b>Eyes</b>	Total and irrecoverable sight in one or both eyes	100%
	Total and irrecoverable loss of lens in one eye	70%
<b>Burns</b>	Burns or disfigurement of more than 40% of the body	70%
	Third degree burns more than 20% disfigurement	70%
	Second degree burns	30%
<b>Limbs</b>	Total and permanent loss of the use of one limb	100%
	Total and permanent loss of the use of two limbs (including one hand and one foot)	100%
<b>Hands / Fingers</b>	Permanent total loss of the use of both hands	100%
	Total and permanent loss of the use of one hand, or four fingers and the thumb of one hand, or the lower part of one arm	90%
	Total and permanent loss of the use of four fingers of either hand	60%
	Total and permanent loss of the use of either phalanx of either thumb	40%
	Operational total loss of the use of one thumb both joints	50%
	Total and permanent loss of the use of any phalanx of any finger	8%
	Total and permanent loss of the use of a finger of either hand:	
	3 joints	20%
	2 joints	20%
1 joint	60%	

Category	Event	Compensation Benefit % of Sum Insured shown on Your Schedule
<b>Toes / Feet</b>	Total and permanent loss of the use of any toes:	
	All toes - one foot	20%
	Great toe - both joints	10%
	Great toe - one joint	5%
	Each toe, other than great toe	2%
<b>Ears</b>	Total and permanent loss of hearing in:	
	One ear	60%
	Both ears	100%
<b>Non-union</b>	Fractured leg or kneecap with established non-union	100%
<b>Insanity</b>	Insanity / Permanent unsound mind or Legal incapacity	100%
<b>Shortening</b>	Shortening of the leg by at least 5cm	8%
<b>Permanent Disability (Other)</b>	Permanent disability, not otherwise provided in this table, as certified by the Insured Person's treating Doctor and agreed by Our Doctor	80% maximum, determined with Compensation Table Benefit
<b>Teeth</b>	Teeth - Loss of at least 50% of all sound and natural teeth (including capped /crowned) no dentures - per tooth	1% to a maximum of \$15,000 in total

## Part B - Weekly Benefits - Injury

The following cover for an Event listed under this Part B applies if occurring within 12 (twelve) months of the date of the Injury.

Event	Compensation Benefit / Cover
<b>1. Temporary Total Disablement</b>	From the date of commencement of temporary total disablement and whilst the temporary total disablement persists, subject to an initial Waiting Period of 7 (seven) days in which no compensation is payable, We will pay 85% of the Insured Person's Weekly Salary as weekly compensation. We will not pay more than a maximum period of 156 (one hundred and fifty-six) weeks.
<b>2. Temporary Partial Disablement</b>	From the date of commencement of temporary partial disablement and whilst the temporary partial disablement persists, subject to an initial Waiting Period of 7 (seven) days in which no compensation is payable, We will pay 25% of the Insured Person's weekly salary as weekly compensation.  We will not pay more than a maximum period of 156 (one hundred and fifty-six) weeks.

### Special Conditions Applicable To Part B

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. We will not pay weekly compensation under Events 1 and 2 separately or in combination for more than 156 (one hundred and fifty-six) weeks from the date of the Injury.
2. Should the accompanying spouse/ partner be a non-income earner prior to sustaining an Injury, any compensation payable to them under Part B will be limited to the reasonable actual cost of domestic help, including childcare and outdoor household chores, certified as necessary by a Doctor. We will not pay for services of this kind performed by a person who is a Close Relative of the Insured Person. The maximum We will pay for any one Event is up to \$1,500 per week and for a maximum up to 156 weeks.

## Part C - Weekly Benefits - Sickness

Cover under this Part C applies if the Insured Person, whilst on a Journey, suffers Sickness which is not a Pre-existing Medical Condition, and which results directly in one or more of the Events listed in the Table of Events below.

Event	Compensation Benefit
<b>Temporary Total Disablement</b>	From the date of commencement of temporary total disablement by Sickness and whilst the temporary total disablement persists, subject to an initial Waiting Period of 7 (seven) days in which no compensation is payable, We will pay 85% of the Insured Person's weekly salary as weekly compensation. We will not pay more than a maximum period of 156 (one hundred and fifty-six) weeks.
<b>Temporary Partial Disablement</b>	From the date of commencement of temporary partial disablement by Sickness and whilst the temporary partial disablement persists, subject to an initial Waiting Period of 7 (seven) days in which no compensation is payable, We will pay 25% of the weekly benefit amount for temporary total disablement as weekly compensation. We will not pay more than a maximum period of 156 (one hundred and fifty-six) weeks from the date of the Injury.

### Special Conditions Applicable To Part C

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. We will not pay weekly compensation under Events 1 and 2 separately or in combination for more than 156 (one hundred and fifty-six) weeks from the date of the Injury.
2. The Waiting Period of 7 (seven) days before the commencement of compensation will apply once only to the first period of incapacity following the onset of the Sickness.
3. Should the accompanying spouse/ partner be a non-income earner prior to sustaining a Sickness, any compensation payable to them under Part C will be limited to the reasonable actual cost of domestic help, including childcare and outdoor household chores, certified as necessary by a Doctor. We will not pay for services of this kind performed by a person who is a Close Relative of the Insured Person. The maximum We will pay for any one Event is up to \$1,500 per week and for a maximum up to 156 weeks.

## Part D - Fractured Bones - Lump Sum Payments

Cover for an Event listed under this Part D applies for fractured bones as set out in Part D and We will pay the compensation benefit stated in the Part D Table of Events.

### Part D Table Of Events

The Benefits shown below are a percentage of the Maximum Sum Insured shown on Your Schedule payable for each Insured Person regardless of the number of individual fractures suffered.

Event	Compensation Benefit
<b>Fractures occurring as a result of an Injury sustained by the Insured Person whilst on a Journey</b>	
Skull	100%
Neck	100%
Spine	100%
Hip	85%
Pelvis	60%
Shoulder blade	35%
Collar bone	25%
Knee	55%
Arm, elbow	30%
Upper leg	55%
Lower leg	55%
Foot	10%
Nose	25%
Ribs	75%
Finger, thumb, toe	10%
Jaw	60%
Wrist	30%
Cheek	35%
Ankle	55%
Hand	10%
<b>Hairline fractures of</b>	
Neck, skull or spine	40%
Jaw, pelvis, leg, ankle or knee	30%

Event	Compensation Benefit
Arm, elbow, wrist or ribs	15%
<b>Teeth / Dental procedures</b>	
Loss of Teeth / full capping of teeth	100%
Partial capping	50%

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit amount stated above, We will pay an additional benefit of 5% of the amount due based on the percentages shown above with a corresponding increase in the maximum benefit payable, if applicable.

## Part E - Surgical Procedures - Lump Sum Benefits For Injury Or Sickness

Cover for an Event listed under this Part E applies for surgical procedures as set out in the table below We will pay the compensation benefit stated in the Part E Table of Events.

### Part E Table Of Events

The Benefits shown below are a percentage of the Maximum Sum Insured shown on Your Schedule payable for each Insured Person.

Event	Compensation Benefit
<b>Maximum benefit for any or all Events arising from an Injury</b>	
Brain surgery	100%
Open heart surgery	100%
Amputation of limb	100%
Fracture of limb requiring open reduction	60%
Desolation requiring open reduction	60%
Any other surgical procedure carried out under general anaesthetic	60%
<b>Maximum for any or all Events arising from a Sickness</b>	
Brain surgery	100%
Open heart surgery	100%
Amputation of limb	100%
Abdominal surgery under general anaesthetic	60%
Any other surgical procedure carried out under general anaesthetic	15%

## Extra Covers Under Section 5

The following extra covers are additional protections We provide to You or the Insured Person under section 5 if an Insured Person suffers Injury or Sickness during the Period of Insurance, while on a Journey covered by this Policy. Limitations of the extra covers are shown on Your Schedule. We will not pay more than the Maximum Sum Insured shown on Your Schedule for all claims under the Policy arising from a common cause, circumstance or incident regardless of the number of Policy sections or covers triggered by the common cause, circumstance, or incident.

### 1. Exposure

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

### 2. Disappearance Of An Insured Person

If an Insured Person disappears in any manner whatsoever while on a Journey and their body is not found within 12 (twelve) months after the date of that disappearance, the Insured Person will be deemed to have died as a result of an Injury at the time of their disappearance.

Where an accidental death benefit in the Table of Events of Part A of section 5 becomes payable because of such disappearance, We will only pay that benefit after You or Your legal representatives or those of the Insured Person's estate has given Us a signed undertaking that the benefit will be repaid to Us, if, after Our payment, it is found that the Insured Person did not die as a result of an Injury.

### 3. Death Due To A Specified Sickness

If an Insured Person dies within the first 31 (thirty-one) days of the Journey solely and directly as a result of a Specified Sickness which is unrelated to a Pre-existing Medical Condition, We will pay a lump sum benefit amount shown on Your Schedule against section 5 - Death by Specified Causes (Specified Sickness).

### 4. Corporate Image Protection

If an Insured Person suffers an Injury, and in Our opinion, this is likely to result in a valid claim under the Policy with respect to section 5 Part A – Lump Sum Benefits for either:

- Death by accident; or
- Permanent Total Disablement,

We will pay You the reasonable cost of Corporate Image Protection (other than Your own internal costs) incurred for the engagement of image and/or public relations consultants for advice and assistance with the release of information through the media. Our payment is subject to You providing Us with a signed undertaking that any amount paid under this Extra Cover 4 be repaid to Us, if it is later found that a valid claim did not or will not eventuate. The maximum benefit payable for any one Event is the amount shown on Your Schedule against section 5 - Corporate Image Protection.

### 5. Independent Financial Advice

If an Insured Person sustains an Injury for which benefits are payable under Part A of section 5 for death by accident, total incapacity, loss of sight or loss of limbs, We will, in addition to payment of those benefits, and at the request from You, the Insured Person or representatives of the Insured Person's estate, pay for the reasonable costs of professional financial advice from an independent party who is not a Close Relative of the Insured Person and who is authorised by the Australian Securities and Investments Commission to provide such financial advice in respect of the investment or management of the benefits payable by Us.

### 6. Dental Cash Benefit

If the Insured Person suffers an Injury resulting in the loss of teeth or crowning of damaged teeth, We will pay up to \$300 per tooth but not more than \$5,000 in total for any one Injury.

No cover is provided:

- (a) for milk or first teeth;
- (b) where a claim is payable under Part A of section 5.

### 7. Premature Birth/ Miscarriage Benefit

If the Insured Person sustains an Injury which results in premature childbirth (prior to 26 (twenty six) weeks gestation) or miscarriage, We will pay You or the Insured Person the corresponding lump sum benefit amount shown on Your Schedule for Premature Birth/ Miscarriage Benefit.

### 8. Modification Expenses

If the Insured Person sustains an Injury for which a benefit is payable under Part A of section 5 for permanent total disablement, paraplegia or quadriplegia, We will reimburse You or Insured Person up to the amount shown on Your Schedule for Modification Expenses, for the actual costs incurred to modify the Insured Person's home and/or vehicle, or costs associated with relocating the Insured Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary.

## 9. Chauffeur Services

If an Insured Person sustains an Injury or Sickness for which benefits are payable under Part B or Part C of section 5 for Temporary Total Disablement or Temporary Partial Disablement, and recovers sufficiently to return to work, but is certified by a Doctor as being unable to drive a vehicle or travel on public transport, We will pay You or the Insured Person up to the amount shown on Your Schedule for Chauffeur Services for a chauffeur or taxi service to and from the Insured Person's usual place of work and their usual place of residence.

## 10. Executor Emergency Cash Advance

If an Insured Person suffers an Injury which results in their death for which there is an entitlement to payment under section 5 of this Policy, We will, when requested to do so by the executor of the Insured Person's estate, provide an advance payment against the amount payable to You or the executor of the Insured Person's estate, the corresponding amount shown on Your Schedule for section 5, Executor Emergency Cash Advance, whilst the administration of the Insured Person's estate is being arranged.

## 11. Initial Lump Sum Payment

If an Insured Person sustains an Injury or Sickness for which benefits are payable under Parts B or C of section 5 for Temporary Total Disablement, provided that medical evidence is presented from a Doctor certifying that the total period of temporary total disablement will be a minimum of 26 (twenty six) continuous weeks, We will pay the equivalent amount of 12 (twelve) weeks benefits when making our first payment.

## 12. Escalation Of Claim Benefit

After payment of a benefit under Parts B or C of section 5 continuously for 12 (twelve) months, the benefit will be increased by 5% per annum for each subsequent period of 12 (twelve) months during which a continuous benefit is paid Our payment of any continuation benefits shall not exceed the total maximum benefit period as shown on Your Schedule.

## 13. Out Of Pocket Expenses

If an Insured Person sustains an Injury which directly results in otherwise unforeseeable:

- (a) expenses for Medical Aids;
- (b) local transportation (other than by ambulance) for the purpose of seeking medical treatment;
- (c) other non-medical expenses, such as clothing and non-medical equipment;

We will pay the actual and reasonable costs of (a) to (c) incurred by You or the Insured Person up to the maximum amount shown on Your Schedule for Out Of

Pocket Expenses, provided that such costs are not:

- otherwise insured under this Policy or another insurance policy;
- an expense where any payment by Us would contravene the relevant Health Legislation.

## 14. Student Tutorial Costs

If the Insured Person is a registered full time student and suffers Injury or Sickness while on a Journey causing temporary total disablement for which a benefit is payable under Parts B or C of section 5 and resulting in their incapacity to attend registered classes, We will pay the reasonable costs necessarily incurred for home tutorial services when carried out by persons other than Relatives or persons permanently living with the Insured Person, up to the corresponding amount shown on Your Schedule for Student Tutorial Costs.

## 15. Replacement Staff / Recruitment Costs

If the Insured Person suffers an Injury and in Our opinion this is likely to result in a valid claim under Part A of section 5, Lump Sum Benefits for either death by accident or permanent total disablement, We will pay the reasonable costs incurred by You for recruitment of a replacement Employee up to the maximum amount shown on Your Schedule for Replacement Staff/ Recruitment Costs.

Costs must be incurred within 60 (sixty) days of the Event and be necessary for the continuation of Your business. This cover is subject to You giving Us a signed undertaking that any amount paid to You will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

## 16. Air Rage, Road Rage or Car Jacking Benefit

If the Insured Person sustains an Injury as a result of being the victim of an Air Rage, Road Rage or car jacking Incident, We will pay the Insured Person the amount shown on Your Schedule for Personal Accident and Sickness. This benefit will be addition to any other claim that we pay on this Policy.

## 17. Injury Due To A Criminal Act Benefit

If the Insured Person sustains an Injury as a result of being the victim or an eye witness of a criminal act such as murder, rape, sexual assault, violent robbery, or kidnapping, We will pay the Insured Person the amount shown on Your Schedule for Personal Accident and Sickness. This benefit will be addition to any other claim that we pay on this Policy.

## 18. Reconstructive Or Cosmetic Surgery Benefit

If the Insured Person sustains an Injury which directly results in medically necessary reconstructive or cosmetic surgery costs being incurred, and a benefit is payable under the Policy, We will reimburse You or the

Insured Person for such costs up to an additional 10% of the benefit amount otherwise payable in respect of that Injury, but not more than the maximum benefit amount shown on Your Schedule for Personal Accident and Sickness.

The Reconstructive or Cosmetic Surgery Benefit will be payable only once in respect of any one accident.

## 19. Terrorism Injury Benefit

If the Insured Person sustains an Injury resulting from an Act of Terrorism for which a benefit is paid under Part A relating to a permanent total disability, paraplegia, quadriplegia, loss of sight or hearing or loss of limbs, We will, in addition to payment of the benefit, pay the amount shown on Your Schedule for Terrorism Injury Benefit.

The maximum amount We will pay for all claims arising out of any one Event or series of related Events during any one Period of Insurance shall not exceed the maximum amount shown on Your Schedule for Terrorism Injury Benefit.

## 20. H.I.V. Accidental Infection Benefit

If the Insured Person accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- (a) an injury caused by a physical and violent bodily assault by another person on the Insured Person;
- (b) the administration of medical treatment provided by a Medical Practitioner, registered nurse or hospital for an Injury or Sickness covered by this Policy; or
- (c) a needle stick infection where the Insured Person has come into contact accidentally with needles infected by H.I.V. in circumstances not associated with drug taking by the Insured Person or by any other person in the Insured Person's company at the time;

subject to observance of the special conditions set out below, We will pay the Insured Person the amount shown on Your Schedule for 'H.I.V. Accidental Infection Benefit'.

### Special Conditions Applicable To Extra Cover 20.

Compensation will not be payable under 'H.I.V. Accidental Infection Benefit' unless:

- (a) the Insured Person is diagnosed positive with the H.I.V. infection within 180 (one hundred and eighty) days of the event(s) listed in this extra cover, above;
- (b) the event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to Us within 48 (forty eight) hours from the time of the event with medical tests being carried out by a Doctor; or

- (c) the medical and clinical tests carried out establish conclusively that the Insured Person was not H.I.V. positive prior to the time when the above event(s) occurred.

## Special Conditions Applicable To Section 5

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. If an Insured Person suffers an Injury resulting in Our payment of a lump sum benefit under Part A of section 5 for permanent total disablement, paraplegia, quadriplegia, loss of sight or hearing or loss of limbs, We will not be liable under the Policy for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one Event under Part A of section 5 in respect of the same Injury.
3. Benefits shall not be payable:
  - (a) for Temporary Total Disablement or Temporary Partial Disablement under Parts B and C in excess of an aggregate period of 156 (one hundred and fifty-six) weeks from the date of the Injury or Sickness;
  - (b) for Temporary Total Disablement or Temporary Partial Disablement under Parts B or C during the Waiting Period;
  - (c) for Temporary Total Disablement or Temporary Partial Disablement under Parts B or C for a greater amount than 85% of the Insured Person's annual salary;unless the Insured Person, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
  - (a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
  - (b) any disability insurance or government entitlement or the amount of any sick pay received, or, at Your discretion, sick leave entitlement.
5. Where the Insured Person is unemployed and certified by a Doctor as being able to undertake light or partial duties, the Insured Person must actively seek employment consistent with the opinion of their Doctor. Should the Insured Person not actively seek employment, benefits shall be reduced to 25% of the benefit amount.

6. Where, in relation to benefits payable for Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement under Parts A or B or C, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Insured 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 adopted for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
7. If as a result of an Injury or Sickness, benefits become payable under Parts B or C and while the Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause(s) then, for the purpose of applying the Waiting Period only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least 6 (six) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Injury or Sickness and a new Waiting Period will apply.
8. Where an Injury requires surgical treatment which cannot be performed within 12 (twelve) months from the date of that Injury, provided the Insured Person can demonstrate that such treatment was known as necessary during that 12 (twelve) month period and a Doctor certifies this, We will treat this 12 (twelve) month period as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for 6 (six) months, provided surgery does not occur in a period in excess of 24 (twenty four) months from the original date of Injury. However, any continuation benefit shall not extend the total maximum benefit period shown on Your Schedule.
9. Subject to the extra cover 11, Guaranteed Payment, weekly benefits for Temporary Total Disablement or Temporary Partial Disablement under Parts B or C shall be payable monthly in arrears. Disability for a period of less than 1 (one) week shall be paid at the rate of 1/5th (one fifth) of the weekly benefit for each day during which the disability continues.
10. All benefits paid under this section 5 shall be payable to You or such person(s) and in such proportions as You shall nominate, unless otherwise specified in the Policy.
11. Under Part A – Lump Sum Benefits, where the Lump Sum Benefit is Salary linked and the Insured Person and/or a spouse/partner is not in receipt of a salary, the benefit amount shall be limited to \$250,000 or the Maximum Sum Insured shown on Your Schedule for that category of Insured Person.
12. Should a benefit be payable under this section that is also payable under any other insurance insured with Us, only one policy can provide cover and will be the policy with the greatest benefit to You or the Insured Person.
13. Where an Injury results from an Act of Terrorism, Air or Road Rage Incident or car jacking incident, the Insured Person must report to the police or other relevant local authority within 24 (twenty four) hours of the Act of Terrorism, Air or Road Rage Incident or car jacking incident occurring.

## What We Do Not Cover

### Additional Exclusions Applying to Section 5

We will not pay:

1. Any Event(s) or benefits which are directly or indirectly related to a Pre-existing Medical Condition.
2. For any Event(s) with respect to Injury or Sickness which is wholly or partly attributable to childbirth or pregnancy (except for the extra cover 7. Premature Birth/Miscarriage Benefit).
3. For any Event(s) or benefit where a Journey is undertaken:
  - (a) by the Insured Person against the advice of a Doctor or dentist;
  - (b) when the Insured Person is unfit to travel;
  - (c) for the purpose of the Insured Person to seek medical attention for a Pre-existing Medical Condition;
  - (d) after the Insured Person is diagnosed by a Doctor as suffering a terminal condition.

### Words With Special Meanings In Section 5

In addition to the Words with Special Meanings listed on page 53-56 the following words when used in section 5 shall have the special meanings shown below.

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<b>Air or Road Rage Incident</b>	means a violent physical act occurring whilst the Insured Person is travelling on an aircraft as a passenger, or in any motor vehicle intended for use on public roadways and intentionally committed by a person who is not: <ol style="list-style-type: none"> <li>(a) an Insured Person;</li> <li>(b) a Close Relative of the Insured Person.</li> </ol>
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<b>Cancer</b>	<p>means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a Doctor who is certified as an oncologist. This includes leukemia, hodgkin's disease and invasive melanoma, but does not include:</p> <p>(a) carcinoma in situ;</p> <p>(b) kaposi's sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (H.I.V.);</p> <p>(c) prostate cancer diagnosed as T1 NO MO or equivalent staging;</p> <p>(d) a recurrence or metastasis of a cancer which was originally diagnosed prior to the Insured Person first meeting the criteria for an Insured Person under this Policy.</p>	<b>Medical Aids</b>	means equipment such as crutches, bandages, traction equipment, walker boots, heat packs that are recommended in the treatment of an Injury by a Doctor and which are not otherwise specifically excluded.
<b>Complete Fracture</b>	means a fracture in which the bone is completely broken and no connection is left between the pieces.	<b>Other Fracture</b>	means any fracture other than a Complete Fracture, Simple Fracture or Hairline Fracture.
<b>Event(s)</b>	means the Event(s) described in the relevant Table of Events set out in Section 5 of the Policy.	<b>Paraplegia</b>	means paralysis of the legs and lower body caused by spinal Injury where the paralysis has continued beyond a period of 12 (twelve) consecutive months from the date of the Injury.
<b>Fingers, Thumbs or Toes</b>	mean the digits of a Hand or Foot.	<b>Permanent Total Disablement</b>	<p>Means condition where in the opinion of a Doctor:</p> <p>(a) the Insured 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</p> <p>(b) the disability has lasted 12 (twelve) consecutive months and at the expiry of that period, is beyond hope of improvement.</p>
<b>Foot</b>	means the entire foot below the ankle.	<b>Quadriplegia</b>	means the partial or complete paralysis of both arms and both legs.
<b>Hairline Fracture</b>	means mere cracks in the bone.	<b>Seek Employment</b>	means the Insured Person being registered with the government agency or department in their Country of Residence which is responsible for providing unemployment services (such as Centrelink in Australia) and/ or a recruitment company and then providing Us with proof of a minimum of two new job applications per week.
<b>Hand</b>	means the entire hand below the wrist.	<b>Simple Fracture</b>	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.
<b>Limb</b>	Means the entire limb between the shoulder and the wrist or between the hip and the ankle.		
<b>Loss</b>	<p>means in connection with:</p> <p>(a) a Limb: permanent physical severance or permanent total loss of the use of the Limb;</p> <p>(b) an eye: total and permanent loss of all sight in the eye;</p> <p>(c) hearing: total and permanent loss of hearing;</p> <p>(d) speech: total and permanent loss of the ability to speak;</p> <p>and which in each case is caused by Injury.</p>		



<b>Specified Sickness</b>	means: (a) myocardial infarction (heart attack) or ischaemic heart disease; (b) pulmonary embolism or lower respiratory disease; (c) stroke; (d) Cancer; (e) rabies; or (f) dementia or Alzheimer's disease.
<b>Tooth</b>	means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.
<b>Waiting Period</b>	means an initial waiting period of time shown on Your Schedule commencing with the Injury or the onset of Sickness giving rise to a claim for Temporary Total Disablement or Temporary Partial Disablement under Parts B or C, during which no benefit is payable.

## Section 6 – Missed Or Delayed Transport Connection

Claims under this section 6, for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. A Customer Care Officer will record the details of the circumstance and provide assistance with the resolution of any claim.

### **Limit Applicable To Section 6**

The maximum amount We will pay is limited to the Sum Insured on Your Schedule for section 6 – Missed or Delayed Transport Connection.

## **What We Cover**

### **1. Missed Transport Connection**

#### **We Cover**

- (a) Extra expenses as set out in (b) below, where the Insured Person(s) is/are travelling to attend a scheduled business meeting or conference when, due to any unforeseen circumstances outside Your or their control, they miss a scheduled transport connection and are unable to arrive at their destination at the original scheduled time and the business meeting or conference cannot be delayed due to their late arrival.
- (b) We pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries which You or an Insured Person may be entitled to receive from a carrier, to enable the Insured Person(s) to use alternative scheduled public transport services to arrive at their destination on time.

#### **We Do Not Cover**

- (a) Extra expenses associated with any missed transport connection that arises from a personal, business or employment commitment, or a financial or contractual obligation of You or the Insured Person(s) or of any other person on whom the travel depends.
- (b) Any amount above the Sum Insured for this section 6.

### **2. Overbooked Flight**

#### **We Cover**

The reasonable additional travel, accommodation and meal expenses necessarily incurred by You or the Insured Person resulting from delay, if an Insured Person is denied boarding on a confirmed, scheduled flight due to overbooking and the carrier does not provide alternative transport that is scheduled to depart within 8(eight) hours of the original scheduled departure time.

#### **Special Condition applicable to benefit 7**

We will require confirmation from the airline why You were denied boarding of Your original scheduled flight and what alternative arrangements were made available to You.

## We Do Not Cover

Overbooked flights where the Insured Person is flying standby or on any other class of ticket that does not guarantee a seat, such as for airline staff travel.

Additional travel, accommodation or meal expenses recoverable from the carrier, or any other third party in respect of such denial of boarding.

More than a daily limit of \$500 up to Maximum Sum Insured shown on Your Schedule or \$6,000 per person whichever is greater.

## Section 7 – Identity Theft

Claims under this Section 7, for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance within 2 (two) days of discovering Identity Theft to obtain assistance and Instructions from Our Customer Service Officer.

You or the Insured Person must also:

- (a) lodge a police report within 48 (forty-eight) hours of discovering the Identity Theft;
- (b) notify Your or the Insured Person's bank(s) and credit card/Credit Account issuer(s) upon discovering the Identity Theft;
- (c) complete and return any claim forms or authorisations We require to obtain records and other information, such as credit reports, within 30 (thirty) days of the original claim report/notification;
- (d) provide proof that it was necessary for the Insured Person to take unpaid time away from work if making a claim for lost wages;
- (e) send Us copies of any demands, notices, summonses, complaints or legal documents received in consequence of the theft of the Insured Person's identity; and
- (f) take such necessary and reasonable prudent action to mitigate loss and prevent additional damage to the Insured Person's identity.

## Limits Applicable To Section 7

We will not pay more than the amounts stated in the tables below, subject to the Maximum Sum Insured shown on Your Schedule for this section 7.

## What We Cover

### 1. Legal Expenses

#### We Cover

The Insured Person for legal and court costs incurred by them in:

- (a) Defending any Suit brought against the Insured Person by a creditor or collection agency (or someone acting on their behalf) as a result of the Identity Theft.
- (b) Removing any civil or criminal judgement wrongfully entered against an Insured Person as a result of the Identity Theft.
- (c) Challenging the accuracy or completeness of any information in the Insured Person's consumer credit record when as a result of the Identity Theft, this information does not truly represent an accurate account of the Insured Person's credit history.

#### We Do Not Cover

- (a) Theft of the Insured Person's identity by a family member who lives with the Insured Person at the Insured Person's home address.
- (b) More than:
  - \$6,000 any one event for each Insured Person subject to:
    - An aggregate \$15,000 for any one Insured Person in any one Period of Insurance; and
    - a maximum of \$50,000 in any one Period of Insurance for all Insured Persons unless a higher amount is shown on Your Schedule for Legal Expenses.

## 2. Lost Income

### We Cover

The Insured Person for their loss of Income for whole or partial unpaid workdays taken from work within 12 (twelve) months of making a claim for Identity Theft, to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, if the Insured Person is the victim of Identity Theft.

### We Do Not Cover

More than:

\$7,000 any one event for each Insured Person subject to:

- (a) aggregate of \$12,000 for any one Insured Person in any one Period of Insurance; and
- (b) a maximum of \$50,000 in any one Period of Insurance for all Insured Persons unless a higher amount is shown on Your Schedule for Lost Income.

## 3. Obligation To Pay

### We Cover

The Insured Person against their legal obligation to pay a creditor(s) if Credit Accounts and or bank accounts were opened in an Insured Person's name and acted upon without their authorization as part of their Identity Theft.

### We Do Not Cover

More than:

\$7,000 any one event for each Insured Person subject to:

- (a) an aggregate of \$10,000 for any one Insured Person in any one Period of Insurance; and
- (b) a maximum of \$50,000 in any one Period of Insurance for all Insured Persons unless a higher amount is shown on Your Schedule for Obligation to pay.

## 4. Miscellaneous Expenses

### We Cover

The Insured Person's costs of:

- (a) Re-filing applications for Credit Accounts or bank accounts that are rejected solely because the lender received incorrect information as a result of Identity Theft.
- (b) Obtaining legal copies of documents related to an Insured Person's Identity Theft, long distance telephone calls, and certified mail reasonably incurred as a result of the Insured Person's efforts to report an Identity Theft or to correct their financial and credit records that have been altered as a result of their Identity Theft.
- (c) Contesting the accuracy or completeness of any information contained in an Insured Person's credit history as a result of their Identity Theft; and
- (d) Obtaining a maximum of 4 (four) credit reports from an entity approved by Us when a claim is made.

### We Do Not Cover

More than:

- (a) \$6,000 any one event or in the aggregate \$12,000 for any one Insured Person in any one Period of Insurance; and
- (b) a maximum of \$50,000 in any one Period of Insurance for all Insured Persons unless a higher amount is shown on Your Schedule for Miscellaneous Expenses.

## What We Do Not Cover

### Additional Exclusions Applicable To Section 7

We will not pay claims for:

1. Monetary losses other than those out-of-pocket expenses related to the resolution of an Insured Person's Identity Theft outlined in this Policy and as specified under Section 7, 'Obligation to Pay'.
2. Any credit reports requested before the discovery of an Insured Person's Identity Theft.
3. The Insured Person taking time off from self-employment or workdays to correct their financial records that have been altered due to Identity Theft, that will be paid by an Insured Person's employer.

- Any expenses submitted more than 12 (twelve) months from the time the Identity Theft was reported.

### Special Conditions Applicable To Section 7

Failure to observe the requirements of these special conditions may affect claim entitlements.

- Any fraudulent account must have been opened in an Insured Person's name without their authorisation.
- Any false charge or withdrawal from the unauthorised opened account must be verified by an Insured Person's financial institution.
- Cover for false charges is limited to the amount an Insured Person is held liable for by the financial institution or the Maximum Sum Insured, whichever is the lesser.
- We will be permitted to inspect an Insured Person's financial records at Our discretion.
- You and the Insured Person must co-operate with Us and help Us to enforce any legal rights an Insured Person or We may have in relation to their Identity Theft. This may include an Insured Person's attendance at depositions, hearings and trials, and giving evidence as necessary to resolve their Identity Theft.

### Words With Special Meanings In Section 7

In addition to the Words with Special Meanings listed on pages 53-56 the following words when used in section 7 shall have the special meanings shown below.

<b>Credit Account(s)</b>	means any credit arrangements from a financial institution for personal use, such as credit card account or a car/home/personal loan account.
<b>Identity Theft</b>	means the unauthorised and/or illegal use of an Insured Person's personal information such as their name or driver's licence to open Credit Accounts and/or bank accounts that they did not authorise.

<b>Income</b>	means <ol style="list-style-type: none"> <li>as regards to salaried Insured Person, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;</li> <li>as regards a T.E.C. (i.e. total Employee cost) or salary package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;</li> <li>as regards a self-employed Insured Person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;</li> </ol> <p>all derived during the 12 (twelve) calendar months immediately preceding the Identity Theft giving rise to the claim under this section 7.</p>
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<b>Suit</b>	means a civil proceeding seeking monetary damages as a result of Identity Theft, or a criminal proceeding in which You or the Insured Person is charged with illegal acts committed by someone else while engaged in the Insured Person's Identity Theft.
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# Section 8 – Alternative Employee Or Resumption Of Assignment Expenses

Claims under this section 8 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. Our Customer Service Officer will record all the details of the claim and amount of any claim.

## Limits Applicable Under This Section 8

We will not pay more than \$30,000 in all for Alternative Employee Expenses and/or Resumption of Assignment Expenses as shown on Your Schedule.

## What We Cover

### We Cover

The reasonable and necessary Expenses incurred following the interruption of an Insured Person's Journey to:

#### (a) Alternative Employee Expenses

Send a substitute person to complete the business commitments and objectives of an Insured Person who is unable to do so due to his or her:

- Unexpected death, Injury or Sickness;
- Having to return early to Australia or place of departure following the unexpected death of a Relative during the travel.

Resumption of Assignment Expenses to return the original Insured Person whom We had repatriated back to Australia following an Event covered under Section 2 Medical and Medical Evacuation Expenses or Section 3 Loss of Deposit And Additional Expenses to complete their original business commitments and objectives.

### We Do Not Cover

- (a) Loss or Expense if the Insured Person is travelling:
  - Against medical advice;
  - To seek medical attention or advice;
  - Whilst suffering a terminal condition which was diagnosed prior to commencing the Journey;
  - Whilst knowingly unfit to do so.
- (b) Expenses incurred as part of the original travel budget.
- (c) Loss or Expense unless the Resumption of Assignment is undertaken within 90 (ninety) days of the date of the Insured Person's repatriation.

## Words With Special Meanings In Section 8

In addition to the Words with Special Meanings listed on pages 71 to 74 the following words when used in section 13 shall have the special meanings shown below.

Expenses	means:
	(a) economy air fares for interstate and intrastate air trips within Australia;
	(b) business class air fares for international air trips (or economy class if the original Insured Person travelled economy class at the Insured's instruction);
	(c) other essential expenses reasonably and necessarily incurred in transportation of the substitute person or returning the Insured Person.

## Section 9 – Rental Vehicle Excess Cover

Claims under this section 9 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. Our Customer Service Officer will record the details and agree the amount of any claim.

### Limits Applicable Under Section 9

The maximum amount We will pay is limited to the amount of the excess shown on the schedule attached to the Insured Person's or Your Rental Vehicle documents, but not exceeding the Sum Insured shown on Your Schedule for section 9, Rental Vehicle Excess Cover.

### What We Cover

#### We Cover

You or the Insured Person, for the insurance excess which the Insured Person is legally liable to pay under the terms of their rental agreement for loss or damage to the Rental Vehicle under the terms of their comprehensive motor insurance insuring loss or damage to the Rental Vehicle during the rental period.

#### We Do Not Cover

Claims for payment of any excess:

- (a) unless the Rental Vehicle was rented from a licensed rental agency;
- (b) unless the Insured Person has complied with all requirements of the rental organisation/agency under the rental agreement and of the insurer under the terms of the motor insurance;
- (c) where the loss or damage to the Rental Vehicle arises from the use or operation of the Rental Vehicle in violation of the terms of the rental agreement; or
- (d) where the loss or damage is excluded under the terms of the comprehensive motor insurance covering the Rental Vehicle.

### Words With Special Meanings in Section 9

In addition to the Words with Special Meanings listed on pages 71 to 74 the following words when used in section 9 shall have the special meanings shown below.

**Rental Vehicle** means a passenger class hatchback, sedan, van, minivan, camper van, station wagon or four-wheel-drive, rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying the Insured Person and their travelling companions on public roadways. It shall not include any other type of vehicle (such as motorcycles) or vehicle use.

## Section 10 – Political Risk, Natural Disaster Evacuation Expenses And Hijack

### Important

If an Insured Person needs to leave the country he or she is visiting in unexpected circumstances and has a claim under this section, TravelCard 24/7 Global Assistance must be contacted beforehand to confirm cover in the first instance.

A travel specialist linked with Our international network will be appointed to take charge and provide necessary assistance to the Insured Person. We will decide where to send the Insured Person for their safety.

If the Insured Person is detained in a hijacking, the travel specialist linked with Our international network will monitor the situation and maintain contact with You during the period of the Insured Person's detention.

At Our discretion, payments may be made to You or the Insured Person or to third party service providers.

### Limits Applicable Under Section 10

The maximum amounts We will pay are shown on Your Schedule for Section 10, Political Risk, Natural Disaster Evacuation Expenses And Hijack.

## What We Cover

### 1. Political Risk And Natural Disaster Evacuation Expenses:

#### We Cover

- (a) Expenses necessarily and reasonably incurred to return an Insured Person to their Country of Residence or to the nearest place of safety if an Insured Person's Journey is affected by any of the circumstances described below whilst the Insured Person is travelling on a Journey outside of Australia;
- government officials in the country the Insured Person is visiting recommend that certain categories of persons, which include the Insured Person, should leave that country;
  - the Insured Person is expelled from or declared persona non-grata in the country he or she is visiting;
  - the occurrence of a major natural disaster happens in the country the Insured Person is visiting necessitating his or her immediate evacuation in order to avoid risk of Injury or Sickness to the Insured Person;
  - the seizure, confiscation or expropriation of Your or the Insured Person's property, plant or equipment by government officials of the country in which the Insured Person is travelling.
- (b) If the Insured Person is unable to return to their Country of Residence, We will pay the reasonable:
- cost of accommodation actually incurred by them, up to a maximum of \$750 per day;
  - additional costs actually incurred by them, up to a maximum of \$150 per day, for each Insured Person;

for a maximum period of 21 (twenty one) days.

#### We Do Not Cover

Evacuation or other expenses:

- (a) if the Insured Person is acting in violation of the laws or regulations of the country from which he or she is to be evacuated;
- (b) if the Insured Person is failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;

- (c) arising from any debt, insolvency, commercial failure, repossession of any property by a titleholder, or any other financial cause;
- (d) due to Your or the Insured Person's failure to honour any contractual obligations or bond or to obey any conditions in a licence;
- (e) where the Insured Person is a national of the country from which he or she is to be evacuated;
- (f) where the political unrest or natural disaster that resulted in the Insured Person's evacuation existed prior to the Insured Person entering the country, or its occurrence was foreseeable to a reasonable person before the Insured Person entered the country.

### 2. Hijack and Detention

#### We Cover

\$3,000 for each 24 (twenty four) hour period of continuous detention if the Insured Person is:

- (a) forcibly detained as a direct result of hijack for more than 12 (twelve) hours;
- (b) detained by any government, state or other lawful authority for any reason,

during a Journey, as a result of the public transport on which he or she is travelling being hijacked.

#### We Do Not Cover

More than \$60,000 in total for the same hijack and detention.

### How We Pay Claims Under Section 10

We will pay:

- (a) up to but not exceeding the cost of a business class air fare to return the Insured Person to Australia; or
- (b) up to but not exceeding the cost of a business class air fare to return the Insured Person to the nearest place of safety.

# Section 11 – Personal Liability And Legal Expense Protection

Under section 11 We indemnify the Insured Person for:

1. their legal liability to pay compensation for third party Injury or property damage caused by the negligence of the Insured Person, and
2. legal expenses incurred as a result of false arrest or wrongful detention of the Insured Person while on a Journey, by any internationally recognised foreign government.

Claims under this section 11 for the Insured Person must be reported to TravelCard 24/7 Global Assistance on 1300 123 413 immediately or as soon as practicable to instigate an investigation into the circumstances of the occurrence and arrange for the defence of the Insured Person's interests.

## Limits Applicable To Section 11

The maximum limit and aggregate limit of Our liability under Part A of this section to pay compensation for legal liability is the Maximum Sum Insured shown on Your Schedule for all claims arising out of any one event except where We state otherwise under Extra Cover in this section.

Under Part B of this section Our maximum limit is a Sum Insured of \$60,000 in total for the same false arrest or wrongful detention.

## Part A – Personal Liability

### What We Cover

#### We Cover

- (a) Payment of damages, compensation and legal expenses, up to the Sum Insured shown on Your Schedule for which the Insured Person shall become legally liable to pay as a result of the Insured Person's negligence arising from an occurrence happening while they are on a Journey causing:
  - Injury including death or Sickness of another person;
  - loss of or damage to third party property.
- (b) Costs and expenses of defending any claim or legal action against You or the Insured Person by a third party seeking damages for Injury or property damage even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit.

#### We Do Not Cover

Claims in respect of any liability directly or indirectly arising out of or in connection with:

- (a) Injury to the Insured Person or to any member of the Insured Persons' family ordinarily residing with him or her.
- (b) Injury to any of Your or the Insured Person's Employees arising out of or in the course of their employment.
- (c) Loss of or damage to property owned by or in the control of the Insured Person or any member of his or her family ordinarily residing with him or her.
- (d) Loss of or damage to property or Injury, arising out of Your or the Insured Person's ownership, use or possession of any:
  - mechanically propelled vehicle (other than golf buggies and motorised wheelchairs);
  - aircraft;
  - waterborne craft.
- (e) Loss of or damage to property or Injury arising out of Your or the Insured Person's business or trade, or out of professional advice delivered by You or by the Insured Person.



- (f) Any liability assumed under any contract unless such liability would have arisen in the absence of that contract.
- (g) Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia, or the country in which the event occurred giving rise to Your or the Insured Person's liability.
- (h) Claims for exemplary, punitive or aggravated damages.

### Extra Cover Applicable To Part A - Additional Payments

#### We Cover

In addition to the Maximum Sum Insured shown on Your Schedule (except where qualified for North America), We will also pay:

- (a) Reasonable legal costs and expenses (including the costs of representation at any coronial hearing or other official investigation into the circumstances of the occurrence) incurred by the Insured Person with Our written consent in the defence of any claim.
- (b) All legal costs and expenses incurred by Us and all interest accruing after entry of judgement until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Maximum Sum Insured.
- (c) Reimburse all reasonable expenses (other than loss of earnings), incurred by the Insured Person with Our consent, which shall not be unreasonably withheld, in connection with the defence of a claim or legal action.
- (d) Premiums payable for bonds to release attachments.

#### We Do Not Cover

- (a) Additional Payments exceeding the Maximum Sum Insured for claims made against You or an Insured Person in any court or before any other legally constituted body in North America.
- (b) More than Our proportion of any such Additional Payments if a payment in excess of the Maximum Sum Insured has to be made to settle claims arising under this section 11.

### Special Conditions Applicable to Part A

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. You and/or the Insured Person must not admit fault or liability to any other person without Our prior written consent or take any action that would prejudice Our position in the conduct of any claim against the Insured Person.
2. We shall not be obligated to pay any compensation or additional payments or defend any suit after Our Maximum Sum Insured has been exhausted by the payment of claims, judgements and/or settlements.
3. You and/or the Insured Person must provide assistance by cooperating with Us in the defence and settlement of claims (refer general condition 3) and in exercising Our rights of recovery against third parties when applicable.

### Part B - Legal Expense Protection

#### What We Cover

##### We Cover

The reasonable legal costs actually and necessarily incurred as a result of the false arrest or wrongful detention of the Insured Person while on a Journey, by any internationally recognised foreign government.

##### We Do Not Cover

Any amount exceeding \$60,000 in total for the same false arrest or wrongful detention.

# Section 12 – Extra Territorial Workers Compensation

This section 12 only applies if You have current valid Workers' Compensation Insurance covering Your Employees as required by the law of any Australian State or Territory in which You operate, unless You are licensed under such laws as a self-insurer.

Claims under this section 12 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. Our Customer Service Officer will provide assistance with Your or the Insured Person's claim.

## Limits Applicable To Section 12

1. Subject to 2. below, Our Maximum Sums Insured and liability for payments under section 12 are the amounts shown on Your Schedule for:
  - (a) the limit per week for weekly compensation for each Insured Person;
  - (b) the Maximum Sum Insured for all compensation, damage, costs and expenses in any one occurrence, event or accident happening during the Period of Insurance, whether involving one or more Insured Persons, is \$2,500,000.
2. In the case of a claim for compensation benefits and/or for damages at common law, the amount payable to You under section 12 will be reduced by the amount which You are entitled to receive under any Workers' Compensation insurance or any statutory workers' compensation scheme which You were required to effect as described above.

## What We Cover

### We Cover

- (a) We will indemnify You against Your liability arising from a circumstance involving the Insured Person occurring while they are travelling on a Journey for the payment of:
  - compensation benefits to which the Insured Person is entitled under any Workers' Compensation legislation which provides for compensation to injured workers or their dependants for death, Injury or occupational disease arising out of or in the course of employment; and/or

- damages at common law (but not where entitlement arises solely under any statute) arising out of the death, Injury or occupational disease suffered by an Insured Person as a result of an accident or occurrence happening during the Journey and arising out of or in the course of their employment with You.

### (b) Extra Cover

We will extend cover under section 12 to indemnify You against Your liability arising from a circumstance involving the Insured Person working on a temporary basis (but not exceeding in any event 180 (one hundred and eighty) days, (unless otherwise agreed in writing by Us), outside the State or Territory in which the Insured Person's usual place of employment or employment base is located.

## We Do Not Cover

Claims by Insured Persons:

- (a) Not employed by You in Australia under a contract of service.
- (b) Unless their work is performed substantially within Australia.
- (c) Not deemed by any applicable Workers' Compensation Legislation to be a worker employed by You.
- (d) For payment of exemplary, punitive or aggravated damages.

## Special Conditions Applicable To Section 12

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. We will exercise Your rights of recovery against any third party in Your name and for Our own benefit and You shall give Us all such assistance as We may reasonably require in prosecuting such proceedings.
2. You will be required to make available to Us such information and documentation with respect to the claim brought by the Insured Person including medical reports, report of Injury forms, claim forms and any other documentation which comes into Your possession, and You will provide the necessary authorities for Us to have access to the files and information for Workers' Compensation Insurance that You have effected insurance.

# Section 13 – Kidnap And Ransom And Extortion

Claims under this section 13 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance for advice, assistance and to agree the conduct of proceedings.

## Limits Applicable To Section 13

1. The maximum limit and aggregate limit of Our liability for loss, expense and legal liability will not exceed the Maximum Sum Insured shown on Your Schedule for section 13 for any one incident, situation or occurrence involving Kidnapping or alleged Kidnapping of an Insured Person; or for Personal Extortion threats to an Insured Person.
2. All losses, costs and expenses covered under section 13 arising from the one incident, situation or occurrence will be deemed to have been incurred during the Period of Insurance in which the event occurs.
3. Territorial Limits  
Section 13 applies to events anywhere in the world except for:
  - (a) Australia; and
  - (b) Excluded Countries as shown on Your Schedule.

## Crisis Consultant Management Services Applicable To This Section 13

If an incident, situation or occurrence involving Kidnapping or alleged Kidnapping of an Insured Person; or Personal Extortion threats to an Insured Person happen to an Insured Person, while on their Journey, which may give rise to a claim under this section, then as part of the Policy cover, notification of the incident, situation or occurrence must be made to TravelCard 24/7 Global Assistance as set out below.

Under a special arrangement with Us, TravelCard 24/7 Global Assistance, will:

- (a) make available on a priority basis, specialist consultants nominated by them, or if requested by You, consultants of Your choice who We consent to use, to advise, inform and assist You; and
- (b) We will pay the reasonable and necessary fees and expenses of those consultants.

Under this special arrangement, We have the following dedicated 24 hour crisis response contact telephone number for You to call:

- Whilst You are travelling Overseas +61 2 7909 2777
- Whilst You are travelling in Australia 1300 123 413

This number should only be used for notification of an incident, situation or occurrence which may give rise to a claim covered by this section 13. The caller will speak directly to or receive an immediate call back from experienced consultants, available to nominate specialist consultants or consider any request (to be confirmed in writing) by You concerning the use of Your preferred consultants.

Following notification of an incident, situation or occurrence which may give rise to a claim under this section, the consultant(s) will be available to be with You as soon as travel time permits.

## The role of the Crisis Consultant(s)

It is understood and agreed that:

- (a) the consultant(s) will be appointed to perform crisis management services;
- (b) the consultant(s) is/are retained to advise, inform and assist You and the Insured Person in the event of a crisis incident, situation or occurrence to enable You to manage and respond to that crisis;
- (c) the consultant's role is limited to providing immediate assistance and guidance to You to enable You to manage and minimise the effects of a crisis incident, situation or occurrence which may give rise to a claim;
- (d) the consultant(s) shall give such information and assistance to Us as We may reasonably require enabling Us to investigate and determine Our liability to indemnify under the Policy;
- (e) the early provision of and the use by You or an Insured Person of these services is granted without prejudice to Our rights under the terms, conditions and exclusions of the Policy and any action on Our part or on the part of TravelCard 24/7 Global Assistance or the Crisis Consultant(s) is not to be taken as an admission of, or an acceptance by Us of any liability to indemnify You or the Insured Person under the Policy;
- (f) You are required to file a detailed, written and sworn statement of Your loss with Us as soon as possible after the incident, situation or occurrence is resolved; and
- (g) should information received subsequently establish that You and the Insured Person are not entitled to indemnity under the terms of the Policy, We will notify You and the Insured Person accordingly and after the effective date of termination of payments stated in Our notification, payments of fees or expenses for crisis consultant services incurred after that date will not be accepted. We will pay for crisis consultant services incurred by You with Our agreement, or by Us prior to the date of Your receipt of Our notification.

## Who We Have Partnered With

We have partnered with the crisis risk management assistance company Drum Cussac Group Ltd as well as group expertise so that we can provide you with these services whilst You are on Journey.

## What We Cover

We will indemnify You as set out below, for loss and expense up to the Sum Insured shown on Your Schedule where either any event (actual or threatened) involving Kidnapping or alleged Kidnapping of an Insured Person; or Personal Extortion threats to an Insured Person happen to an Insured Person, while on a Journey.

### We Cover

#### (a) Ransom Monies

Ransom Monies paid by You or an Insured Person resulting directly from a Kidnapping or Personal Extortion demand occurring during the Period of Insurance.

#### (b) In-Transit / Delivery

Loss due to destruction, disappearance, confiscation or wrongful appropriation of Ransom Monies while being delivered to person(s) demanding the Ransom Monies by anyone who is authorised by You, or an Insured Person, to have custody of them, provided however, that the Kidnapping or Personal Extortion which gave rise to the delivery is covered by this section.

#### (c) Expenses

The reasonable and necessary expenses incurred and paid by You or an Insured Person solely and directly as a result of a circumstance covered under this section, including but not limited to:

- the amount paid by You or an Insured Person as reward to an Informant for information relevant to any Kidnapping or Personal Extortion demand;
- interest costs for a loan from a financial institution made to You or an Insured Person for the purpose of paying Ransom Monies;
- costs of travel and accommodation as follows:
  - i. costs incurred by You or an Insured Person while attempting to negotiate an incident;
  - ii. travel costs of a Victim to join their immediate family upon their release, and the travel costs of an Employee to replace the Victim;

- salary, which shall mean the following:
  - i. the amount of remuneration previously paid by You at an annual rate including but not limited to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the Insured Person would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the Kidnapping) which You continue to pay to or on behalf of the Insured Person for the duration of the Kidnapping. Salary will be paid until the earliest of the following:
    - up to 60 (sixty) days after the release of the Insured Person, if the Insured Person has not yet returned to work;
    - discovery of the death of the Insured Person;
    - 180 (one hundred and eighty) days after We receive the last credible evidence that the Insured Person is still alive;
    - 60 (sixty) months after the date of the Kidnapping;
  - ii. the amount of remuneration paid by You at an annual rate of an individual newly hired to conduct the specific duties of the Insured Person while he/she is absent due to a Kidnapping for so long as the Insured Person own salary under (i) above is covered.
- personal financial loss suffered by an Insured Person solely and directly as the result of their physical inability to attend to personal financial matters while a Victim of a Kidnapping (or while involved with the handling or the negotiation of that event). Cover will include but not be limited to loss which results from the Insured Person's failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay personal or mortgage loans. Claims will be payable to You where You have indemnified the Insured Person for these losses;
- fees and expenses of any qualified interpreter required to assist You or the Insured Person following a Kidnapping or Personal Extortion demand.

(d) Judgements, Settlements and Defence Costs

Judgements, settlements and defence costs (incurred with Our written consent) as a result of any claim or suit brought by or on behalf of an Insured Person (or their heirs, estate, or legal representatives), against You solely and directly as a result of a Kidnapping or Personal Extortion, provided such suit or claim is made within 12 (twelve) consecutive months of the release or death of the Insured Person or the last credible Personal Extortion threat made during the Period of Insurance, but no longer than 60 (sixty) months after the commencement of the Kidnapping or Personal Extortion.

## We Do Not Cover

We will not pay claims or loss arising directly or indirectly from or in connection with:

- (a) The fraudulent, dishonest, or criminal acts of You, any Insured Person, or any person authorised by You to have custody of Ransom Monies. This exclusion will not apply to the payment of Ransom Monies by You or an Insured Person in a situation where local authorities have declared such payment illegal.
- (b) Monies and property surrendered away from Your premises, in any face to face encounter involving the use or threat of force or violence, unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay Ransom Monies previously communicated to You or an Insured Person.
- (c) Monies or property surrendered on Your premises, unless brought onto the premises after receipt of a demand for Ransom Monies for the purpose of paying that demand.
- (d) Actual loss of or damage to property of any description, including intellectual property, as a result of Kidnapping or the carrying out of a Personal Extortion threat. This exclusion does not apply to loss of Ransom Monies as described in the cover for In Transit/Delivery above;
- (e) Any loss if the Insured Person is permanently residing or is staying for more than 180 (one hundred and eighty) consecutive days in the country where either the Kidnapping or alleged Kidnapping of an Insured Person; or the Personal Extortion threats to an Insured Person occur.

## Special Conditions Applicable To Section 13

Failure to observe the requirements of these special conditions may affect claim entitlements.

### 1. Approval of Ransom Money Payments

We must agree and approve the payment of any Ransom Monies in advance of any offer of payment to any third party.

### 2. Investigation and Notification

Prior to the payment of Ransom Monies, You must make every reasonable effort to:

- (a) determine that a Kidnapping or Personal Extortion threat has actually occurred;
- (b) give immediate oral and written notice to Us with periodic and timely updates concurrent with activity occurring during the incident; and
- (c) if it appears to be in Your and the Insured Person's best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

### 3. Confidentiality

You and the Insured Person(s) will use all reasonable efforts not to disclose the existence of this section 13. This condition also applies to any excess or other insurance.

### 4. Due Diligence

You and the Insured Person(s) will exercise due diligence and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this section.

### 5. Proof of Loss Statement

You will provide Us with a detailed, sworn statement of loss as soon as possible after the date of loss.

### 6. Non-Employee Directors

In the event that any one of the Insured Person(s) directors, who is not their Employee, is an Insured Person under any other similar insurance or issued by Us and a loss involving that director is reported under this Policy and under one or more such other policies, then Our aggregate liability (including that of any of Our other member company(ies)) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies. Before the inception of this Policy, You shall inform Us of all such policies, which will be noted in the Schedule of Other Insurance Policies forming part of this Policy.

## 7. Non-assignment

This section 13 may not be assigned or transferred unless We have so agreed in writing.

## 8. Recoveries

If any payment is made under this section, all recoveries, net of Our own recovery cost, will be distributed firstly to Us for all sums paid by Us under this section. Any remainder will be paid to You unless We and You, prior to the commencement of subrogation proceedings, agree to share the expenses and monies recovered differently under a formal subrogation action agreement.

## 9. Action Against Insurer

No suit, action or proceeding for recovery of any loss under this section will be sustainable in any court of law, equity or other tribunal unless commenced within 12 (twelve) consecutive months after You have filed a statement of loss with Us.

## 10. Changes

Notice to any of Our representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of this section or stop Us from asserting any right under the terms of this section 13, nor will the terms of this section be waived or changed unless We have agreed in writing.

## 11. Non-accumulation of liability

Regardless of the number of years this Policy will continue in force, and of the number of premiums which will be payable or paid, or of any other circumstances whatsoever, Our liability under this Policy with respect to any loss will not be cumulative from year to year or period to period.

## 12. Consolidation – Merger

If, through:

- (a) consolidation or merger with;
- (b) acquisition of the majority stock ownership of;
- (c) acquisition of the assets of;

some other entity, exposures are created which are covered by this Policy and were not originally part of the Insured based on the original description of the Insured at the time of Policy issue, the Insured will give us written notice within 30 (thirty) days of such consolidation, merger or acquisition and upon acceptance by Us of the additional exposure, will pay Us an additional premium computed from the date of the consolidation, merger or acquisition to the end of the current Period of Insurance.

## 13. Judgements, Settlements and Defence Costs

In respect to the cover under this section 13 (d) Judgements, Settlements and Defence Costs:

- (a) You must immediately notify Us of the claim or suit, not make any admission of liability and co-operate with Us in conducting the defence of the claim or suit;
- (b) We shall have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defence, and You and the Insured Person must co-operate with Us in this regard.

## Words with Special Meanings In Section 13

In addition to the Words with Special Meanings listed on page 53-56 the following words when used in section 13 shall have the special meanings shown below.

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<b>Employee</b>	means any person in Your regular service whom You compensate by salary, wages and/or commissions and have the right to govern in the performance of such service.
<b>Informant</b>	means any person, other than an Insured Person, providing information not otherwise obtainable, solely in return for a reward offered by You.
<b>Kidnapping</b>	means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more Insured Person(s) (except a minor by his or her parent) for the sole purpose of demanding Ransom Monies.

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**Personal Extortion** means any threat or connected series of threats communicated to You or to an Insured Person for the sole purpose of demanding Ransom Monies, to:

- (a) kill, physically injure or kidnap an Insured Person;
- (b) divulge any confidential, private or secret information unique to You in relation to Your business;

provided that Ransom Monies are not in the possession of the Insured Person at the time of the threat.

**Ransom Monies** means any monies which You or an Insured Person have paid (or lost in-transit/delivery) under circumstances described in the above description of cover of this section 13. The term 'Monies' includes cash, negotiable instruments, bullion, or the fair market value of any securities, property or services.

**Victim** means an Insured Person the subject of Kidnapping, demand for Ransom Monies or Personal Extortion.

## Section 14 – Corporate Traveller’s Family Care

Claims under this section 14 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. A Customer Service Officer will be appointed to manage the conduct of the claim.

### Limits Applicable To Section 14

We will not pay more than the amounts stated in the tables below or as shown on Your Schedule for the benefits provided in this section 14.

### What We Cover

The benefits We provide

#### 1. Spouse Accidental Death Benefit

##### We Cover

Payment of the Maximum Sum Insured for this benefit as shown on Your Schedule, to the Insured Person, should the Insured Person’s spouse die as a result of Injury caused by external violence and independently of any other cause, which happens in Australia when the Insured Person is travelling on a Journey.

##### We Do Not Cover

Any claim:

- (a) if the Insured Person’s spouse is accompanying the Insured Person on the Journey at the time the Injury results in the death of the Insured Person’s spouse; or
- (b) if the death of the Insured Person’s spouse directly or indirectly arises from or is caused by any type of Sickness, disease, infection or contagion; however, this exclusion does not apply to medically acquired infections or blood poisoning resulting from medical or surgical treatment rendered necessary by the Injury.

## 2. Education Fund Supplement

### We Cover

- (a) Payment of \$15,000 for each Dependent Child as an 'Education Fund Supplement' should the Insured Person die as a result of an Injury caused by external violence and independently of any other cause, which happens when the Insured Person is travelling on a Journey.
- (b) Should an Insured Person and their accompanying spouse both die as the result of an Injury sustained in the same event while on a Journey, then the amount payable by Us shall increase to \$30,000 ('the benefit') for each Dependent Child.
- (c) If the accompanying spouse is an Insured Person, the benefit is paid per Insured Person.

### We Do Not Cover

Any claim if the death of the Insured Person or their accompanying spouse directly or indirectly arises from or is caused by any type of Sickness, disease, infection or contagion; however, this exclusion does not apply to medically acquired infections or blood poisoning resulting from medical or surgical treatment rendered necessary by the Injury.

## 3. Spouse Retraining Benefit

### We Cover

Payment up to \$15,000 for the actual costs incurred for an Insured Person's spouse to receive training by an accredited body or institution, if the Insured Person suffers an Injury which results in their death, permanent disability, paraplegia, quadriplegia, total and irrecoverable loss of sight in both eyes, or loss of 2 (two) limbs or both hands while on a Journey covered by this Policy.

Provided such training must be for the purpose of the Insured Person's spouse developing the necessary skills to:

- (a) obtain gainful employment;
- (b) improve their employment prospects;
- (c) enable them to improve the quality of care they can provide to the Insured Person.

### We Do Not Cover

Payment under benefit 3:

- (a) of training costs for longer than 24 (twenty four) months following the Injury which gave rise to a claim under this benefit.
- (b) if the death or permanent disability or other physical condition described in this benefit, of the Insured Person directly or indirectly arises from or is caused by any type of Sickness, disease, infection or contagion; however, this exclusion does not apply to medically acquired infections or blood poisoning resulting from medical or surgical treatment rendered necessary by the Injury.

## 4. Orphan Benefit

### We Cover

Payment to the Insured Person's estate, in addition to any benefit payable under Dependent Child Supplement, a lump sum benefit for each surviving Dependent Child, if the Insured Person and their accompanying spouse/partner, while on a Journey, both suffer death due to an accident resulting from the same event.

### We Do Not Cover

More than the Maximum Sum Insured for this benefit for any one family as shown on Your Schedule.

## 5. Tuition Or Advice Expenses

### We Cover

Reimbursement of expenses incurred by You or the Insured Person for tuition or advice for an Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and evidence is presented from a Doctor certifying the tuition or advice is medically necessary, where the Insured Person while on a Journey, sustains an Injury or Sickness for which a benefit is payable under Part A of Section 5 for permanent disability or under Part B or Part C of Section 5.



### **We Do Not Cover**

More than the actual costs incurred by You or the Insured Person up to, but not exceeding, the Maximum Sum Insured for this cover as shown on Your Schedule.

## **6. Unexpired Membership Benefit**

### **We Cover**

Payment to You or the Insured Person of the non-recoverable portion of any membership, association or registration fees for participation in any sport or gym activity paid in advance, if the Insured Person sustains an Injury for which a benefit is payable under Section 5 of this Policy and a Doctor certifies in writing that the Injury will disable the Insured Person for a minimum period of 26 (twenty six) weeks preventing their continuing participation in the sport or gym activity associated with such memberships or fees.

### **We Do Not Cover**

More than the actual pro-rata portion of such pre-paid fees up to, but not exceeding, the amount shown on Your Schedule for this benefit.

## **7. Education Fund Benefit**

### **We Cover**

Reimbursement of subsequently incurred school or university fees for each of the surviving Dependent Children, if the Insured Person suffers an Injury that results in their accidental death for which a benefit is payable under Section 5, Part A of this Policy.

### **We Do Not Cover**

More than:

- (a) The Maximum Sum Insured shown on Your Schedule for this benefit for each surviving Dependent Child.
- (b) In all, the Maximum Sum Insured shown on Your Schedule for this benefit per family.

## **8. Childcare Benefit**

### **We Cover**

Reimbursement of the actual and reasonable expenses necessarily incurred by You or the Insured Person for the services of a registered childcare provider that would not otherwise have been incurred, if the Insured Person while on a Journey, sustains an Injury for which a benefit is paid under Section 5, Part A of this Policy for permanent disability, paraplegia, quadriplegia, total and irrecoverable loss of sight in both eyes or loss of 2 limbs or both hands.

### **We Do Not Cover**

More than the Maximum Sum Insured shown on Your Schedule for this benefit.

# Section 15 – Search and Rescue Expenses

Claims under this section 15 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. Our Customer Service Officer will provide assistance with the claim.

## Limits Applicable To This Section 15

We will pay up to \$25,000 per Insured Person, up to a maximum of \$25,000 any one search and rescue operation or \$120,000 in the aggregate for all payments under this section in any one Period of Insurance.

## What We Cover

### We Cover

The reasonable costs incurred by a recognised rescue provider or police authorities, chargeable to an Insured Person, to search for and to bring them to a place of safety following reports that they are missing while they are on a Journey, and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation provided:

- (a) it is known or believed that the Insured Person may have sustained a Serious Injury or Serious Sickness;
- (b) the weather or safety conditions make it necessary to launch a search in order to prevent the Insured Person from sustaining a Serious Injury or Serious Sickness.

### We Do Not Cover

Search and rescue expenses other than that portion of the cost that relates to an Insured Person and subject to the above limits applicable to this section.

## Special Conditions Applicable To Section 15

Failure to observe the requirements of these special conditions may affect claim entitlements.

1. The Insured Persons must comply with local safety advice and adhere to recommendations in force during their Journey.
2. An Insured Person must not knowingly endanger their own life or that of any other Insured Person.
3. An Insured Person must not engage in any activity that requires a level of experience or skill that is beyond their capability.
4. You must inform Us immediately or, if not possible, as soon as reasonably practicable of any emergency that may potentially give rise to a claim.
5. Our liability for costs incurred under this section ceases at the time when the Insured Person is recovered by search and rescue or at the time when the search and rescue authorities advise that continuing the search is no longer viable. There is no cover under this section for You or any other person to continue the search and rescue operation after the rescue authorities have decided to cease the search.
6. In the event of a claim under this section, We will require a written statement from the applicable rescue authorities in order to assess the validity of the claim.

# Section 16 – Cover While Cruising

Claims under this section 16 for You or the Insured Person must be reported to TravelCard 24/7 Global Assistance. A Customer Service Officer will record the claim and agree any payments.

## Limits Applicable to this Section 16

We will not pay more than the amounts stated in the tables below and subject to the Maximum Sum Insured shown on Your Schedule for the benefits provided in this section 16.

## What We Cover

The benefits We provide

### 1. Emergency Dental Treatment

#### We Cover

We will pay for dental expenses incurred for necessary treatment by a dentist or oral surgeon who is registered to practice in the country where an Insured Person receives the treatment, if an Insured Person while travelling as a passenger on a cruise vessel suffers from sudden and acute pain to normal healthy teeth.

#### We Do Not Cover

- (a) Dental expenses:
- if the Insured Person has already made a claim or is entitled to make a claim for the same costs under another section of this Policy;
  - after You return to Australia.
- (b) More than a maximum of \$1,000 per person or \$2,000 per family any one Journey.

### 2. Cabin Confinement

#### We Cover

If an Insured Person suffers an Injury or Sickness while travelling as a passenger on a cruise vessel and as a result, the ship's medical officer confines the Insured Person to their cabin or a hospital bed in the cruise vessel's hospital, We will pay up to \$75 per completed 24 (twenty four) hours of confinement.

#### We Do Not Cover

More than a maximum of \$2,500 for the total number of hours of shipboard confinement.

### 3. Loss Of Prepaid Shore Excursion Money

#### We Cover

We cover the cancellation fees and lost deposits if, due to Injury or Sickness, the Insured Person cannot participate in pre-paid shore excursions following confinement in:

- (a) their cabin, or
  - (b) a hospital bed in the cruise vessel's hospital;
- on the instructions of the ship's medical officer.

#### We Do Not Cover

Loss of prepaid shore excursion Money if the Insured Person has already made a claim or is entitled to make a claim for the same costs under another section of this Policy.

More than a maximum of \$1,000 per person or \$2,000 per family any one Journey.

#### 4. Loss, Damaged Or Delayed Arrival of Formal Attire

##### We Cover

Your formal attire, if it is delayed, damaged, misdirected or misplaced while on the outward portion of Your Journey for over 12 (twelve) hours from the time You boarded the cruise vessel, and it is necessary to purchase or hire replacement formal wear. We will reimburse the Insured Person the reasonable expenses.

##### We Do Not Cover

- (a) More than a maximum of \$250 per person and \$500 per family any one Journey.
- (b) More than \$2,000 in total for all items left unattended in any motor vehicle.
- (c) Loss or damage to formal attire if You are entitled to compensation from the airline, shipping line or other transport authority You were travelling on for the relevant amount claimed. If You are not reimbursed the full amount, We will pay the difference between the amount of Your reasonable expenses and what You were reimbursed, up to the limit of Your cover.
- (d) Loss or damage to formal attire:
  - sent as unaccompanied luggage (unless Your airline carrier has transferred Your luggage to a different carrier or flight for reasons other than the luggage being over the allowable weight limit);
  - sent under any freight agreement or by postal or courier services;
  - left unattended in a Public Place;

#### 5. Marine Rescue Cover

##### We Cover

If during the Journey, the Insured Person's Cruise Vessel is diverted from its scheduled course in order to effect a marine rescue, in accordance with obligations under international conventions governing the Law of the Sea, and Search and Rescue, We will pay the Insured Person \$100 for each day diverted from the scheduled course, up to a maximum of 5 (five) days.

##### We Do Not Cover

- (a) More than \$500 for any one Journey.
- (b) Loss or expense if Your cruise vessel diverts from its scheduled course for any reason other than to effect a marine rescue.

#### 6. Missed Port Cover

##### We Cover

If during the Journey the cruise vessel does not dock at a scheduled port due to:

- (a) adverse weather restrictions;
- (b) mechanical breakdown

We will pay \$100 for each scheduled port missed.

##### We Do Not Cover

- (a) The failure of the cruise vessel to dock at a scheduled port for reasons other than adverse weather restrictions or mechanical breakdown.
- (b) If You cannot provide to Us with:
  1. a written statement from the cruise company or relevant authority confirming the reason for the missed port; and
  2. Provide Us with a copy of Your original itinerary which details the scheduled ports
- (c) More than \$100 for each scheduled port missed up to a maximum limit of \$1,000 any one Journey.

## Words With Special Meanings In This Policy Wording

Words with a special meaning are shown in this PDS and Policy wording with the first letter in each word capitalised. Words in the singular include the plural and vice versa. The following meanings (or definitions) shall apply. Any specific definitions related to particular sections of cover are set out in those sections.

<b>Act of Terrorism</b>	means the planning, use or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.
<b>Australia</b>	means the Commonwealth of Australia and all of its States and Territories including all external Territories.
<b>Close Relative/ Relative</b>	means legal or defacto spouse, partner, fiancé, child, step child, foster child, parent, brother, sister, brother in law, sister in law, daughter in law, son in law, step brother or step sister, niece, nephew, uncle, aunt, grandparent and grandchild.
<b>Country of Residence</b>	means:  (a) the country in which the Insured Person is residing at the time of commencing a Journey; (b) the country to which the Insured Person was due to return on completion of the Journey.
<b>Dependent Child/ Children</b>	means an Insured Person's unmarried children (including step or legally adopted children) who are:  (a) under 19 (nineteen) years of age; (b) under 25 (twenty-five) years of age and full-time students at an accredited institution of higher learning;  and at the time of an event giving rise to a claim are primarily dependent upon the Insured Person for maintenance and support and are traveling with the Insured Person on the Journey.  A child who is physically or mentally incapable of self-support upon attaining age 19 (nineteen) years may continue to be covered under this Policy whilst remaining incapacitated and unmarried provided they travel with the Insured Person on the Journey.
<b>Doctor / Medical Practitioner</b>	means a legally qualified and registered medical practitioner acting within the scope of their registration and pursuant to all relevant laws.
<b>Electronic Equipment</b>	means, but is not limited to, projectors, cameras, video equipment, blackberries, PDAs, MP3 players (and other listening, recording and viewing devices), GPS equipment or any other electrical equipment, but not mobile telephones or computers.
<b>Employee</b>	means any person in the Insured's service including directors (executive and nonexecutive), board members, voluntary workers, persons undertaking work experience and <b>(except for Section 11)</b> includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Insured's behalf.
<b>Financial Default</b>	means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
<b>Health Legislation</b>	means the Australian National Health Act 1953 (Cth), the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the Private Health Insurance (Health Insurance Business) Rules 2017 (Cth), including any amendment, consolidation or re-enactment of either Act or Rules, and/or any similar laws in any other jurisdictions in force at the time of an Insured Person's Injury or Sickness which govern the payment of medical and hospital expenses by third parties.
<b>Injury</b>	means an Injury to an Insured Person during the Period of Insurance while they are on a Journey which results from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause. Injury does not mean Sickness.

<b>Insured Person(s)</b>	means any person who is a permanent resident of Australia who intends returning to their place of residence on completion of their Journey and who comes within the description of Insured Person(s) appearing in the Schedule who is nominated by You from time to time for insurance under this Policy for the cover selected by You and for whom a premium has been paid by You.
<b>Journey</b>	<p>means authorised business travel for a single Journey as described in the Schedule undertaken by the Insured Person on Your behalf and is extended to include:</p> <p>(a) incidental Leisure Travel by Employees;</p> <p>(b) Leisure Travel of directors, C level executives and any other person You have nominated for this cover and as named in the Schedule;</p> <p>within the Period of Cover but does not include normal commuting between the Insured Person's normal place of residence and the address of the business, or Journeys that do not extend beyond 100 (one hundred) kilometres from the Insured Person's normal place of residence or business or place of departure.</p>
<b>Leisure Travel</b>	<p>means:</p> <p>(a) incidental Leisure Travel by an Employee which is private (non-business related), taken either before, during or after an authorised business trip covered by this Policy;</p> <p>(b) Leisure Travel by directors and executives as declared by You which is private (non-business) undertaken by Your company directors (executive and non-executive), chief financial officer, chief executive officer, chief operating officer, company secretary, general manager or other person nominated in the Schedule and their accompanying spouse/partner and/or Dependent Child(ren);</p> <p>provided that the travel involves an aerial flight or overnight stay but does not include normal commuting between the Insured Person's normal place of residence or business or any sport for which an Insured Person receives a fee or monetary reward for their involvement as a participant, coach or trainer.</p>
<b>Maximum Sum Insured</b>	<p>means the amount shown on Your Schedule which is the most We will pay for loss, damage or expense arising from any a specific event, benefit, category of expense, or otherwise covered by this Policy.</p> <p>Under section 11 Maximum Sum Insured is the most We will pay (except where We have agreed otherwise for defence costs and other specific expenses) where there is a series of losses arising from the same event, circumstance or cause happening at the same moment in time.</p> <p>Where the Policy refers to the Maximum Sum Insured being an aggregate limit, this amount is the most We will pay for a specific circumstance, event or benefit covered by the Policy, happening during the Period of Cover, regardless of the number of occurrences giving rise to claims.</p>
<b>Money</b>	means coins, bank notes, postal and Money orders, travellers' and other cheques, letters of credit, other negotiable instruments, automatic teller machine cards, credit or charge cards, stored value cards, petrol cards and other coupons in the possession or control of the Insured Person.
<b>Period of Cover</b>	means the period of the Journey shown on Your Schedule, commencing when the Insured Person leaves their place of residence until their return, but not exceeding 200 (two hundred) days' duration. This Policy covers the reimbursement of loss, expense, treatment and payment of damages or compensation as listed in the various sections of this Policy, arising from events that occur during the Period of Cover and is not restricted to payments for loss, expense, treatment, damage or compensation made during the Period of Cover. The Policy will terminate with the expiry of the Period of Cover or the return of the Insured Person to their place of residence in Australia, whichever shall first occur.
<b>Period of Insurance</b>	means the period of the single Journey, selected by You for cover under this Policy as shown on Your Schedule, commencing and expiring on the dates shown on Your Schedule.
<b>Policy</b>	means this document including the PDS and policy wording and any supporting document or information supplied by You when applying for this insurance and includes Your current Schedule and any other document including an endorsement advised by Us in writing varying the terms and conditions of cover.

<b>Pre-existing Medical Condition</b>	<p>means:</p> <p>(a) an ongoing medical or dental condition of which an Insured Person is aware or of which a reasonable person in the circumstances of the Insured Person would have been aware;</p> <p>(b) a related complication of such medical or dental condition an Insured Person has or the symptoms of which the Insured Person is aware, or of which a reasonable person in the circumstances of the Insured Person would have been aware;</p> <p>prior to the commencement of this insurance.</p>
<b>Professional Sports</b>	means any sport for which an Insured Person receives a fee or monetary reward for their involvement as a participant, coach or trainer.
<b>Public Place</b>	means but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.
<b>Schedule</b>	means the Schedule or document We give You that confirms the names of the parties insured, the cover and Period of Insurance applicable, and will state details of any extensions to or limitations in the cover provided by the standard Policy wording. The Schedule attaches to and forms part of Your Policy. We will issue a new Schedule when, by agreement between Us and You, the terms of cover are extended or varied.
<b>Serious Injury or Serious Sickness</b>	<p>means a serious Injury or sickness for which the attending Medical Practitioner certifies that the attendance on the Insured Person was necessary given the immediate threat to the injured or sick person's life.</p> <p>It does not mean:</p> <p>(a) a terminal condition diagnosed prior to the commencement of this Policy;</p> <p>(b) any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends has;</p> <p>i. received daily medical treatment or medication in the 30 (thirty) days immediately prior to the commencement of this insurance; or</p> <p>ii. required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 (six) months immediately prior to the Insured Person's Cover Commencement Date.</p>
<b>Sickness</b>	means sickness or disease of the Insured Person occurring during the Period of Insurance on or after the Insured Person's cover commencement date as described under the period of individual cover in the Schedule, but does not include a terminal condition suffered by the Insured Person diagnosed prior to the commencement of this Policy
<b>Sum Insured</b>	means the amount shown on Your Schedule or Policy which is the most We pay for a specific event, benefit, or category of expense or other loss covered by this Policy.
<b>Unattended Property</b>	means property away from the accommodation where the Insured is staying and not located in a locked vehicle or conveyance and not on or being carried by the Insured Person at the time of loss. Unattended Property shall include (but is not limited to) any item left with a person other than the Insured Person's travelling companion or left in a position where it can be taken without the knowledge of the Insured Person such as on the beach or beside the pool whilst the Insured Person is swimming or leaving it at a distance where the Insured Person is unable to prevent it from being unlawfully taken.
<b>War</b>	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.
<b>We/Our/Us/ Insurer</b>	means The Hollard Insurance Company Pty Ltd (AFSL No 241436) and TCA Insurance Services Pty Ltd (TravelCard) acting as their Authorised Representative (AR no. 1262773).
<b>You/Your/ Insured</b>	means the entity and parties named in the Schedule as the Insured.

# Financial Services Guide

This Financial Services Guide (FSG) is designed to provide You with information that will assist You to decide whether to use any of the services offered by TCA Insurance Services Pty Ltd. This FSG also contains other important information about the types of financial services We can offer You, how We and others are paid, any potential conflicts of interest that We may have, our complaints processes including internal and external dispute resolution procedures and how You can access them, and the compensation arrangements that We have in place to compensate clients for losses.

The Product Disclosure Statement (PDS) sets out information to assist You to decide whether to obtain TravelCard insurance.

## Who is TCA Insurance Services Pty Ltd?

TCA Insurance Services Pty Ltd (ABN 76 621 476 220) is an authorised representative (AR No 1262773) of the Insurer, The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (AFSL 241436). We are authorised to deal in general insurance products and provide general advice on travel insurance products.

We act under a binder authority from the Insurer. This means that We can issue, vary, renew or cancel policies, and handle and settle claims under these policies on behalf of the insurer.

We will act on behalf of the Insurer and not on Your behalf when providing these services.

The Insurer, The Hollard Insurance Company is responsible for the provision of the financial services by Us to You and authorises the distribution of this FSG.

We are located on Level 47, MLC Building, 19 Martin Place, Sydney NSW 2000, Australia.

## The Financial Services That We Provide

Any advice given to You about the TravelCard Real Time Insurance Products will be of a general nature only and will not take into account Your personal objectives, financial situation and needs. You should carefully read the PDS to decide if the product/s meet Your needs, objectives and financial circumstances before making a decision to purchase the product.

## Who & How We Are Paid

We will receive a commission from the Insurer for every Policy that is issued on its behalf. The commission that We will receive will be included in the premium charged and is received after You have paid the premium. We may also charge You a Policy fee and it will be specified on Your Policy Schedule.

We may also receive a share of the profits earned by the Insurer if they make an underwriting profit in accordance with any agreed underwriting targets. This amount is calculated and paid retrospectively, only when the Insurer achieves its underwriting target in a given year.

We may pay a commission or fee to our Intermediary Partners, i.e. a range of brokers and financial services associations.

Our Employees and representatives will be paid an annual salary and may be paid a bonus based on the performance of the business.

Our Intermediary Partners and Employees may also receive financial and non-financial incentives to assist in selling and marketing the TravelCard products.

You may request particulars about the above remuneration, however the request must be made within a reasonable time after You have been given this document and before the relevant financial service has been provided to You by us.

## TCA Insurance Services Pty Ltd Compensation Arrangements

We hold Professional indemnity insurance that will cover it and its Employees for financial services provided to You. This insurance meets the requirements of the Corporations Act 2001 (Cth).

## Complaints Management Framework

We are committed to providing You with a superior customer experience. We will also provide the same level of care in managing Your personal information. If You are not happy with our service, our products or how We have handled Your personal information contact us so that We can resolve the matter efficiently and fairly. For more information about our Complaints Management Framework which includes our Internal and External Dispute Resolution process refer to page 8 of The PDS.



## Any Questions

If You have any questions about the financial services that We provide, please contact Us

- Telephone: 1300 123 413.
- Email: [customersupport@travelcard.com.au](mailto:customersupport@travelcard.com.au)
- Mail: Level 47, 19 Martin Place, Sydney, NSW, 2000

Please retain this document for Your reference and any future dealings with TCA Insurance Services Pty Ltd.

TCA Insurance Services Pty Ltd (TCA) ABN 76 621 476 220 is an authorised representative (AR 1262773) of the Insurer, The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 (AFSL 241436). Any advice provided is general only and may not be right for you. Please consider the Combined Financial Services Guide and Product Disclosure Statement (available at [www.travelcard.com.au](http://www.travelcard.com.au)) before deciding whether to buy the policy.

Any advice provided by Catriona Rowntree in relation to TravelCard Real Time Insurance products is general advice only and is provided as an AFS Representative (No 1262872) of Hollard through an arrangement with TCA.

Mail: Level 47, 19 Martin Place, Sydney, NSW, 2000

Telephone: Customer Service & Claims: 1300 123 413  
International Claims: + 61 2 7909 2777

Website: [www.travelcard.com.au](http://www.travelcard.com.au)

