



# **Solution Underwriting Corporate Travel Insurance Product Disclosure Statement**

**Solution Underwriting Agency Pty Ltd**

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Coverholder at

**LLOYD'S**

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## IMPORTANT INFORMATION

### Introduction

This Product Disclosure Statement (PDS) contains important information about this insurance to assist in the making of a decision in relation to it.

Any advice that may be contained within this PDS or accompanying materials is General Advice only. General Advice is advice that has been prepared without considering the Insured's individual objectives, financial situation or needs nor those for whom the Insured is effecting the Policy. Such matters should be considered in determining the appropriateness of this product.

This PDS was prepared on 9 November 2017. Other documents may form part of Our PDS and if they do, We will tell the Insured in the relevant document.

### About Solution Underwriting

Solution Underwriting Agency Pty Ltd (ABN 68 139 214 323) (AFSL 407780) ("Solution Underwriting") of Level 5, 289 Flinders Lane, Melbourne VIC 3000 acts under a binding authority given by Us to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy Solution Underwriting acts as an agent of the Underwriters and not as an agent for the Insured or any Insured Person.

If the Insured has any queries in relation to this Policy, contact Solution Underwriting in any of the following ways:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000  
Telephone: +61 3 9654 6100  
Email: [travel@solutionunderwriting.com.au](mailto:travel@solutionunderwriting.com.au)  
Web: [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au)

### About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Around 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

This Policy is underwritten by certain Underwriters at Lloyd's.

### General Insurance Code of Practice

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

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### Our contract with the Insured

This Policy is a contract of insurance between the Insured and Us and contains all the details of the cover that We provide. The Policy consists of:

- the Policy Schedule;
- this PDS;
- any applicable Supplementary PDS ('SPDS') We issue that varies it;
- any other document We tell You forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Insured and Us.

### Group Insurance Policy

An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)*. An Insured Person is not a contracting insured and does not enter into any agreement with Us.

An Insured Person's access to cover:

- a. begins from the time the relevant person meets the criteria specified in the Policy Schedule and becomes an

- Insured Person; and
- b. ends at the earliest of the following events:
- i. when the relevant person no longer meets the criteria specified in the Policy Schedule for an Insured Person; or
  - ii. at the end of the Period of Insurance; or
  - iii. when the Policy is cancelled by Us or the Insured;
- whichever occurs first.

If an Insured Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Insured and We will have the same rights against the Insured Person as We would have against the Insured.

The Insured must ensure that a copy of this PDS is made available to each Insured Person.

### **Cooling-Off Period**

There is a 21 day cooling-off period. If the Insured wishes to cancel the Policy, the Insured can cancel it from its date of issue by contacting Solution Underwriting in writing within 21 days of its date of issue.

We will refund all of the Premium less any non-refundable government charges, taxes and levies that We have paid.

The Insured cannot exercise this right, if the Insured has made a claim under the insurance during the cooling-off period.

Even after this cooling-off period ends, the Insured still has cancellations rights. See General Provisions.

### **Privacy**

In this Privacy Statement the use of:

1. 'We', 'Us' and 'Our' means the Underwriters and Solution Underwriting;
  2. 'You' and 'Your' means the Insured and the Insured Person;
- unless specified otherwise.

We are committed to protecting Your privacy. We are bound by the obligations of the *Privacy Act 1988 (Cth)*. This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

The primary purpose for Our collection, use, storage and disclosure of Your personal information is to enable Us to provide insurance services to You.

We need to collect, use and disclose Your personal information (which may include sensitive information) in order to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses Your personal information in accordance with the consent provided by You and in accordance with Our obligations under the *Privacy Act 1988 (Cth)*.

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from Your insurance intermediary or co-insureds). If You provide personal information for another person You represent to Us that:

- You have the authority from them to do so and it is as if they provided it to Us;
- You have made them aware that You will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things, You must tell Us before you provide the relevant information.

You are entitled to access Your personal information and request correction if required.

In dealing with Us, You consent to Us using and disclosing Your personal information as set out in this statement. This consent remains valid unless You alter or revoke it by giving written notice to Solution Underwriting's Privacy

Officer. However, should You choose to withdraw Your consent, We may not be able to provide insurance services to You.

Solution Underwriting's Privacy Policy which is available at [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au) or by calling Solution Underwriting, sets out how:

- Solution Underwriting protects Your personal information;
- You may access Your personal information;
- You may correct Your personal information held by Us;
- You may complain about a breach of the *Privacy Act 1988 (Cth)* or Australian Privacy Principles and how Solution Underwriting will deal with such a complaint.

If You would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Solution Underwriting's Privacy Officer by:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000

Phone: +61 3 9654 6100

Email: [solution@solutionunderwriting.com.au](mailto:solution@solutionunderwriting.com.au)

You can download a copy of Solution Underwriting's Privacy Policy by visiting [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au).

### **Duty of Disclosure**

For Insureds who are not a natural person, before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, 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 You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

### If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount 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 and treat the contract as if it never existed.

### Individuals

If You are the Insured and a natural person, a different duty of disclosure to the one set out above applies to You. Please contact Your intermediary so that You can be informed of the duty of disclosure that applies to You.

### **How to make a Claim**

The Insured and/or Insured Person must notify Fullerton Health Corporate Services ("Fullerton") in writing within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify Fullerton within that time, the Insured and/or Insured Person must notify them as soon as reasonably possible.

Once notified of a claim, Fullerton will provide the Insured and/or Insured Person with claim forms which must be fully completed and return the claim forms to Fullerton together with such other information and documentation that We or Fullerton require in order to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

Waiting Periods do apply to the insurance provided by the Policy. The Waiting Period is a period which no benefits are payable under the Policy and it commences on the day medical treatment is first sought by the Insured Person for the Injury or Sickness which is the subject of the claim. The Waiting Period for the insurance is described in the Policy Schedule.

### **Summary of Insurance**

This is a general summary only and 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 Policy Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Policy Schedule.

### What the Policy covers

24 hour a day protection	Cover for Injury and Sickness whilst on a Journey twenty four (24) hours a day from commencement of the insurance.
Accidental death	Lump sum Accidental Death benefit – 100% of the amount shown in the Policy Schedule.
Temporary and Partial Disablement benefits	Weekly disablement benefits as a result of Injury or Sickness for Temporary Total Disablement and Temporary Partial Disablement as shown in the Policy Schedule.
Weekly benefits for up to 156 weeks	Weekly benefits are payable for a maximum period of up to 156 weeks (or as specified in the Policy Schedule).
Kidnap, ransom, hijack, detention and disappearance	Cover for kidnap, ransom, hijack and detention, disappearance.
Overseas Medical Expenses and Medical Evacuation Expenses	Cover for overseas medical expenses and medical evacuation expenses.
Solution Underwriting Emergency Assistance Services	24 hour access to Solution Underwriting Assist Emergency Assistance Services.
Travel Disruption	Cover for cancellation and curtailment, loss of deposits, missed transport connections and overbooked flights.
Baggage, Portable Electronic Equipment & Money	Cover for personal baggage, personal money, travel documents and portable electronic equipment.
Rental Vehicle Excess Waiver	Cover for hired vehicle excess used on a Journey.
Personal Liability	Cover for damages in respect of bodily Injury to another person or loss of or damage to physical property.
Extra Territorial Workers Compensation	Cover for compensation benefits consequently payable under any workers' compensation legislation.
Political unrest and Natural Disaster Evacuation	Cover to return the Insured Person to their Country of Residence or nearest place of safety.
Search and Rescue Expenses	Cover for search and rescue operations of an Insured Person who sustained a bodily Injury or suffered a Sickness.
Additional Benefits	Additional benefits including; Modification and Rehabilitation benefits, Domestic Help Benefit, Identity Theft Benefit, Escalation of Claim Benefit.

### What the Policy doesn't cover

No benefits are payable under the Policy where Injury or Sickness results which:

Intentional or self-inflicted	Is deliberately self-inflicted or intentionally caused by the Insured Person.
Alcohol or drugs	Intoxication by alcohol or drugs not prescribed by a Doctor.
Criminal acts	Results from a criminal act committed by the Insured Person or any other

	beneficiary of the benefits under this insurance.
Air travel	Results from engaging in air travel or aerial activities except where the Insured Persons is travelling as a passenger in a properly licensed aircraft.
Professional sports	Results from the Insured Person engaging in any sport or competition where the Insured Person receives remuneration, fee or financial reward for participating and where annually such remuneration, fees or financial rewards for participating makes up more than fifteen percent (15%) of their annual income from all sources.
War or Civil War	Occurs as a result of War, Civil War or warlike operations, whether declared or not, when the Insured Person is taking an active part or is in the Insured's or Insured Person's country of residence.
Sexually transmitted diseases, AIDS/HIV	Is a sexually transmitted disease, A.I.D.S or H.I.V infection.
Health Insurance Act	Results in Us contravening the <i>Health Insurance Act 1973 (Cth)</i> , the <i>Private Health Insurance Act 2007 (Cth)</i> or the <i>National Health Act 1953 (Cth)</i> .
Age limits	Occurs after the Insured Person reaches 90 years of age and 75 years of age for Section 1 of the Policy for Event 2 (Permanent Total Disablement) or Events 20, 21, 27 or 28 (Temporary Total Disablement and Temporary Partial Disablement).

#### When can Weekly Benefits be reduced or not paid

Waiting Period	No weekly benefits are payable for disablement during the Waiting Period stated in the Policy Schedule.
Beyond the maximum benefit period	As specified on the Policy Schedule, in respect to any one Injury or Sickness.
Able to return to work	Weekly benefits will be reduced to thirty percent (30%) if the Insured Person is able to return to work with the Insured but elects not to do so.
Fit to return to work	Once the Insured Person is deemed fit to return to work by a Doctor.
Death	Weekly and other benefits will cease when the Insured Person dies.
Failure to follow medical advice	If the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability.

#### The Cost of the Policy and Paying for the Insurance

##### Premium

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

The Premium payable by the Insured will be shown on the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of employees covered by the Policy, the number of local and international trips to be undertaken, the sums insured and the Insured's previous insurance history.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

##### Non-Payment of Premium

In the Insured fails to pay the Premium by the due date or if the payment method is dishonoured and therefore We have not received the payment by the due date, We will have the right to cancel the Policy. Unless We tell the Insured, any payment reminder We send does not change the expiry of the cover or the due date of the Premium.

**Renewal Procedure**

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

**Updating this PDS**

From time to time and where permitted by law, We may change parts of the PDS. We will issue the Insured with a new PDS or Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to the Insured from the view of a reasonable person deciding whether to buy this insurance may be found on the Solution Underwriting website at [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au). A paper copy of any updated information is available to the Insured at no cost by contacting Solution Underwriting.

**Receiving the Policy Documents**

The Insured may choose to receive the Policy documents:

- electronically, including but not limited to email; or
- by post.

If the Insured tells Solution Underwriting to send the Policy documents electronically, Solution Underwriting will send them to the email address that the Insured has provided. This will continue until the Insured tells Solution Underwriting otherwise or until Solution Underwriting advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured twenty four (24) hours after it leaves Solution Underwriting's information system. If the Insured does not tell Solution Underwriting to send the Policy documents electronically, the Policy documents will be sent to the mailing address that the Insured has provided.

The Insured is responsible for ensuring that the email and mailing address that Solution Underwriting has is up to date. Please contact Solution Underwriting to change email or mailing address.

**Tax Implications**

For the purposes of the below provisions for Taxation Implications, the use of:

- 'We', 'Us' and 'Our' means the Underwriters and Solution Underwriting;
- 'You' and 'Your' means the Insured and the Insured Person (insofar as it is applicable).

The following taxation information is only a guide. Your individual circumstances will be important to and may affect the tax treatment of any premiums You pay or benefits You receive. You should consult Your tax adviser regarding Your individual circumstances.

**Income Tax**

Generally, if You are entitled to receive weekly benefits, the premium You Pay may be tax deductible. Premiums may also be tax deductible if You have taken out Your policy for a revenue purpose.

Generally, if You receive weekly benefits, these benefits may be assessable to You and subject to tax at Your marginal income tax rate. However, lump sum amounts that You receive are generally not taxable.

**Goods and Services Tax**

Generally, You will not be required to pay Goods and Services Tax (GST) on any benefits You receive under Your policy. However, You must advise Us if You are entitled to claim an input tax credit in relation to any GST payable on Your premium and the extent of that entitlement. If You do not provide this information to Us, You may be liable to pay an amount of GST on benefits You receive.

If You are registered for GST, any payment We make may be reduced by the amount of any input tax credit You or another person are entitled to for those expenses.

**Dispute Resolution Process**

Any enquiry or complaint relating to this insurance should be referred to Solution Underwriting in the first instance. Please contact Solution Underwriting by:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000

Phone: +61 3 9654 6100

Email: [solution@solutionunderwriting.com.au](mailto:solution@solutionunderwriting.com.au)

If Solution Underwriting require additional information, Solution Underwriting will contact the Insured to discuss. If the complaint is not immediately resolved Solution Underwriting will respond within fifteen (15) business days of receipt of the complaint or agree a reasonable appropriate timeframe to respond.

If this does not resolve the matter or the Insured is not satisfied with the way a complaint has been dealt with, contact Lloyd's Australia Limited:

Postal Address: Level 9, 1 O'Connell Street, Sydney NSW 2000

Phone: +61 2 8298 0783

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

The insured will be advised whether the matter will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to the insured:

- Where the complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), the complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with the dispute.
- Where the complaint is not eligible for referral to AFCA, Lloyd's Australia will refer the complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service. They will review the complaint and liaise directly with the insured.
- For all other matters the insured will be advised of what other avenues may be available to them.

The insured will receive an acknowledgement of the complaint within five (5) business days of receipt and be informed of the progress of the review of the complaint at least every ten (10) business days. In most cases the insured will receive a full written response to the complaint within 15 business days of receipt, provided all necessary information is received and the investigation is completed.

When the Insured lodges the dispute, Lloyd's will usually require the following information:

- name, address and telephone number of the Insured;
- the type of insurance policy involved;
- details of the policy concerned (policy and/or claim reference numbers, etc)
- name and address of the insurance intermediary through whom the Policy was obtained
- details of the reasons for lodging the complaint;
- copies of any supporting documentation which the Insured believes may assist us in addressing your dispute appropriately.

If We are unable to resolve the complaint within forty-five (45) business days of the date We first received the complaint or if the Insured remains unsatisfied, the Insured can seek a review by Australian Financial Complaints Authority (AFCA) as follows:

AFCA can be contacted by:

Post: GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

More information can be found on their website [www.afca.org.au](http://www.afca.org.au)

AFCA is an independent body that operate nationally in Australia and aim to resolve disputes between the insured and the insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. The dispute must be referred to AFCA within 2 years of the date of Lloyd's final decision. Determinations made by AFCA are binding upon Lloyd's.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to the insured.

### **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

## COVERAGE

Subject to the terms, conditions and exclusions contained in this Policy, We will cover the Insured Persons or the Insured against events described in this Policy, provided that;

1. the Insured has paid or agreed to pay the Premium required for this insurance; and
2. the type of cover is specified in the Policy Schedule as applying to that Insured Person.

### General Definitions

For the purpose of the Policy, the following important general definitions apply when used in all sections of this Policy Wording. Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear capitalised;

**ACCIDENT** means a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the Insured Person.

**ACCIDENTAL DEATH** means the death of an Insured Person as a result of an Accident.

**ACCOMPANYING** means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with an Insured Person who is on a Journey.

**CIVIL WAR** means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

**CLOSE RELATIVE** means the Insured Person's Spouse or Partner, parent, parent-in-law, grandparent, stepparent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew, provided such relatives reside in the person's Country of Residence and is at the relevant time not more than ninety (90) years of age.

**COUNTRY OF RESIDENCE** means

- a) the country of which the person is a citizen or permanent resident (i.e. the holder of a multiple entry visa or permit which gives the person resident rights in such country); or
- b) the country in which the person is residing on an overseas expatriate assignment.

**CYBER EVENT** means an unauthorised or malicious act or series of related unauthorised or malicious

acts or the threat of hoax thereof involving access to, processing of, use of or operation of any Information Technology System or any electronic data by any person or group(s) of persons.

**DEPENDANT CHILD/CHILDREN** means an Insured Person's and/or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or Spouse/Partner's unmarried children over nineteen years (19) of age who are physically or mentally incapable of self-support, but only when on a Journey with the Insured Person.

**DOCTOR** means a person legally qualified and registered to practice medicine and surgery who is not an Insured Person or a relative of an Insured Person. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

**DOMESTIC DUTIES** means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

**EXCESS** means the first amount of each and every claim that is payable by the Insured or the Insured Person as stated on the Policy Schedule.

**EMPLOYEE** means any person in the Insured's service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self-employed person undertaking work on the Insured's behalf if stated as being included as Insured Persons on the Policy Schedule.

**INFORMATION TECHNOLOGY SYSTEM** means any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back up facility.

**INJURY** means a bodily injury resulting from an Accident which occurs during the Period of Insurance and whilst the Insured Person is on a Journey and is not a Sickness and which;

1. results in an insured event within twelve (12) months of the Accident; and
2. results solely and independently of any causes other than:
  - a) the Accident; and/or
  - b) Sickness directly resulting from medical or surgical treatment rendered

- necessary by the Accident; and
- c) may include an Injury caused by an Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.

**INSURED** means the Insured specified in the Policy Schedule as the Insured with whom We enter this Policy.

**INSURED PERSON** means such person or persons as described in the policy Schedule, who are nominated by the Insured for insurance under this Policy and with respect to whom Premium has been paid or agreed to be paid. Any Insured Person is a person that is legally entitled to claim under the Policy by reason of the operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)* and no other basis.

**JOURNEY** means the Journey described on the Certificate of Insurance and includes all;

1. associated leisure travel; and/or
2. private leisure travel for the Insureds company directors, chief executive officer, chief financial officer, chief operating officer, company secretary and general manager and their Accompanying Spouse/Partner and/or Dependent Children,

provided always that such travel involves an aerial flight or an overnight stay.

**PERIOD OF INSURANCE** means the period stated in the Policy Schedule or such shorter time if the Policy is terminated.

**POLICY** means:

- the Policy Schedule;
- this PDS (this document);
- any applicable Supplementary PDS ('SPDS') We issue to vary it; and
- any other documents such as endorsements that We may issue and advise will form part of the Policy.

**POLICY SCHEDULE** means the Policy Schedule showing details of cover attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.

**PREMIUM** means the Premium as shown in the Policy Schedule that is payable by the Insured in respect of this Policy.

**PROFESSIONAL SPORT** means any sport or competition for which an Insured Person receives any remuneration, fee or financial reward as a result of their participation and where such remuneration, fees or financial rewards for participating makes up more than fifteen percent (15%) of their annual income from all sources.

**SALARY** means the average weekly pre-tax income

derived from personal exertion during the period of twelve (12) months immediately preceding the commencement of the Journey during which the disability occurred or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

1. in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances.
2. in the case of an Employee remunerated by TEC (i.e. Total Employment Cost or salary package, where the Employee has elected to salary sacrifice all or part of his or her salary), income includes all items salary sacrificed but does not include any bonuses, commissions, overtime payments or allowances payable in addition to the TEC.
3. in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

**SERIOUS INJURY OR SERIOUS SICKNESS** means when applied to;

1. an Insured Person, a condition other than pregnancy for which an Insured Person has not received regular treatment or advice prior to the commencement of a Journey, that causes Temporary Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending Doctor.
2. an Insured Person's Close Relative, business associate or travelling companion, a condition other than pregnancy for which the person has not received regular treatment or advice prior to the commencement of a Journey, which is certified as being dangerous to life by a Doctor and which results in the Insured Person's curtailment or cancellation of their Journey.

**SICKNESS** means any illness, disease or syndrome suffered by the Insured Person whilst on a Journey, but does not include a terminal condition suffered by the Insured Person which was diagnosed prior to the commencement of the Journey.

**SPOUSE/PARTNER** means the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

**SOLUTION UNDERWRITING** means Solution Underwriting Agency Pty Ltd, Level 5, 289 Flinders Lane, Melbourne VIC 3000 (ABN 68 139 214 323) on behalf of the Underwriters.

**UNDERWRITER(S)** means certain Underwriters at Lloyd's.

**UTILISATION OF NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS OF MASS DESTRUCTION** means

1. the use of any explosive nuclear weapon or device; or
2. the emission, discharge, dispersal, release or escape of:
  - a) fissile material emitting a level of radioactivity; or
  - b) any pathogenic (disease producing) micro-organism(s) and/or

- biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins); or
- c) any solid, liquid or gaseous chemical compound when subsequently distributed;

which is capable of causing incapacitating disablement or death amongst people or animals.

**WAR** means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**WE/OUR/US** means the Underwriters.

**YOU/YOUR** means the Insured.

## SECTION 1 – PERSONAL ACCIDENT & SICKNESS

### Extent of Cover

#### Personal Accident

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers an Accident which directly results in an insured Event occurring within twelve (12) months of the Accident, We will pay the corresponding amounts shown in the Table of Events under Section 1 - Parts A, B, C, F and/or G;

#### Sickness

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers a Sickness, We will pay the corresponding amounts shown in the Table of Events under Section 1 - Parts D and/or E;

### Definitions Applying to Section 1

**COMPLETE FRACTURE** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

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

**FINGERS, THUMBS OR TOES** mean the digits of a Hand or Foot.

**FOOT** means the entire foot below the ankle.

**HAIRLINE FRACTURE** means mere cracks in the bone.

**HAND** means the entire hand below the wrist.

**LOSS** means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;

- c) hearing, total and Permanent loss of hearing; and which in each case is caused by an Injury.

**LIMB(S)** means the entire limb between the shoulder and wrist or between the hip and ankle.

**OTHER FRACTURE** means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.

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

**PERMANENT** means having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a Doctor beyond hope of improvement.

**PERMANENT TOTAL DISABLEMENT** means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by way of training, education or experience.

**SEEK EMPLOYMENT** means the Insured Person being registered with the government agency or department in their Country of Residence which is responsible for providing employment services and/or a recruitment agency and then providing Us with proof of a minimum of two (2) new job applications per week.

**SIMPLE FRACTURE** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal

and uncomplicated medical treatment.

**TEMPORARY PARTIAL DISABLEMENT** means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

**TEMPORARY TOTAL DISABLEMENT** means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

**TOOTH/TEETH** means a sound and natural permanent tooth but does not include first or milk teeth, dentures or implants.

**WAITING PERIOD** means the period specified in the Policy Schedule during which no Benefits are payable by Us in relation to Section 1 Part B or Part D (Weekly Benefits).

**Table of Events**

**Part A – Lump Sum Benefits**

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

<b>The Events</b>		<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident		Being a percentage of the amount shown in the Policy Schedule under Part A – Lump Sum Benefits
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Paraplegia or Quadriplegia	100%
4.	Permanent and incurable paralysis of all Limbs	100%
5.	Loss of sight of one or both eyes	100%
6.	Loss of use of one or more Limbs	100%
7.	Permanent and incurable insanity	100%
8.	Loss of use of lens of:	
a)	both eyes	100%
b)	one (1) eye	60%
9.	Loss of hearing of:	

<b>The Events</b>		<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident		Being a percentage of the amount shown in the Policy Schedule under Part A – Lump Sum Benefits
a)	both ears	80%
b)	one (1) ear	30%
10.	Burns:	
a)	third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body	60%
b)	second degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body	30%
11.	Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%
12.	Permanent total loss of use of four Fingers (4) of either Hand	50%
13.	Permanent total loss of use of the Thumb of either Hand;	
a)	both joints	40%
b)	one (1) joint	20%
14.	Permanent total loss of use of Fingers of either Hand;	
a)	three (3) joints	20%
b)	two (2) joints	15%
c)	one (1) joint	10%
15.	Permanent total loss of use of Toes of either Foot;	
a)	all – one Foot	15%
b)	great – both joints	5%
c)	great – one joint	3%
d)	other than great Toe – each Toe	1%
16.	Fractured leg or patella with established non union	10%
17.	Loss of at least fifty (50) percent of all Teeth	1% per Tooth (up to a maximum of \$10,000 in total)
18.	Shortening of leg by at	10%

<b>The Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Part A – Lump Sum Benefits
least five (5) centimetres	
19. Permanent partial disablement not otherwise provided for under Events 8 – 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8 to 18.

**Part B – Weekly Benefits – Injury**

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

<b>The Events</b>
<p>20. <b>Temporary Total Disablement</b> From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against Section 1, Part B – Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.</p>
<p>21. <b>Temporary Partial Disablement</b> From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against Section 1, Part B – Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule.</p> <p>Should the Insured Person be able to return to work with the Insured in a reduced capacity, but elect not to do so then the benefit payable will be 30% of the amount payable for Event 20.</p>

**Part C – Injury Resulting in Surgery**

Cover for an Event under this Part applies only if:

1. an amount for that Event is shown in the

2. Policy Schedule against Section 1, Part C – Injury Resulting in Surgery;
3. the surgery is undertaken outside of Australia;
4. the Insured Person has a valid claim for Medical and Other Expenses under Section 3 – Overseas Medical Expenses; and
5. payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

<b>The Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Part C – Injury Resulting in Surgery
22. Craniotomy	100%
23. Amputation of Limb	100%
24. Fracture of Limb requiring open reduction	50%
25. Dislocation of a joint requiring open reduction	25%
26. Any other surgical procedure carried out under general anaesthetic	12.5%

**Part D – Weekly Benefits – Sickness**

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1, Part D – Weekly Benefits - Sickness.

<b>The Events</b>
<p>27. <b>Temporary Total Disablement</b> From the date Temporary Total Disablement as a result of Sickness commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against Section 1, Part D – Weekly Benefits – Sickness, but not exceeding the Salary of the Insured Person.</p>
<p>28. <b>Temporary Partial Disablement</b> From the date Temporary Partial Disablement as a result of Sickness commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against Section 1, Part D – Weekly Benefits – Sickness, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule.</p>

The Events
Should the Insured Person be able to return to work with the Insured in a reduced capacity, but elect not to do so then the benefit payable will be 30% of the amount payable for Event 27.

**Part E –Sickness Resulting in Surgery**

Cover for an Event under this Part applies only if:

1. an amount for that Event is shown in the Policy Schedule against Section 1, Part E – Sickness Resulting in Surgery;
2. the surgery is undertaken outside of Australia;
3. the Insured Person has a valid claim for Medical and Other Expenses under Section 3 – Overseas Medical Expenses; and
4. payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of manifestation of the Sickness	Being a percentage of the amount shown in the Policy Schedule under Part E – Sickness Resulting in Surgery
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under general anaesthetic	12.5%

**Part F – Injury Resulting in Fractured Bones**

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1, Part F –Injury Resulting in Fractured Bones.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Part F – Injury Resulting in Fractured Bones
33. Complete Fracture of neck, spine or skull	100%

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Part F – Injury Resulting in Fractured Bones
34. Hip	75%
35. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
36. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
37. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
38. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
39. Nose or collarbone	25%
40. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
41. Finger (per finger), Thumb (per Thumb), Foot, Hand or Toe	10%

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown in the Policy Schedule against Part F – Injury Resulting in Fractured Bones.

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of five percent (5%) or three thousand dollars (\$3,000), whichever is the greater.

**Part G – Injury Resulting in Loss or Damage to Teeth**

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1, Part G –Injury Resulting in Loss or Damage to Teeth.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Part G – Injury Resulting in Loss or Damage to Teeth
42. Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
43. Chipped or broken Teeth requiring partial	50% (maximum of \$250 per Tooth)

capping	
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**Conditions Applying to Section 1**

1. If an Insured Person suffers an Injury resulting in any one of Events 2 to 8a, no further benefits will be payable under Section 1 – Part A – Lump Sum Benefits for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury in which case the highest benefit will be paid.
3. Benefits shall not be payable for more than one (1) of the surgical benefits described in Events 22 to 26 and 29 to 32, in respect of any one (1) Injury or Sickness.
4. Weekly Benefits shall not be payable:
  - a) in excess of the maximum benefit period, as specified in the Policy Schedule, in respect to any one Injury or Sickness;
  - b) for the Waiting Period;
  - c) beyond the date of the Insured Person's death;
  - d) once the Insured Person is deemed fit to return to work by a Doctor;
  - e) for more than one (1) of Events 20 and/or 21 or Events 27 and/or 28 that occur during the same period of time;
  - f) if the Insured Person fails to provide Solution Underwriting with all requested information and other evidence reasonably required to assess their claim; or
  - g) during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
5. We may require at any time during a period of disablement that the Insured Person be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us however if the Insured Person fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
6. If an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply and the total benefit period shall not exceed the maximum benefit period, as specified in the Policy Schedule, inclusive of the benefit already received. If the Insured Person has worked on a full- time unrestricted basis for a least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness. A new Waiting Period and a new maximum benefit period as specified in the Policy Schedule shall apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the Accident.
7. If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers Temporary Total Disablement after returning to work.
8. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.
9. If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 27 and/or 28 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctors certified level of capacity. Should the Insured Person not actively Seek Employment, benefits shall be reduced to 25% of the amount payable for Event 20 and/or 27.
10. Subject to Advanced Payment referred to under Section 12 – Additional Benefits, Weekly Benefits shall be payable monthly in arrears. Compensation for a period of less than one week will be paid at the rate of one- seventh (1/7th) of the weekly benefit for each day during which the disability continues.

11. All benefits payable under Section 1 shall be payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy.
12. With respect to Section 1 – Part A – Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the Lump Sum benefit stated in the Policy Schedule for the category applicable to such an Employee. If cover also applies to a Spouse/Partner and/or Dependent Children who are not in receipt of a Salary, the benefit payable under Section 1 – Part A – Lump Sum Benefits is \$250,000.
13. With respect to Section 1 – Part A – Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to 10% of the sum insured shown in the Policy Schedule under Event 1 – Accident Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated in the Policy Schedule or \$250,000.
14. No benefits are payable for Event 2 (Permanent Total Disablement) under Part A or Events 20, 21, 27 and/or 28 (Weekly Injury & Weekly Sickness) under Parts B & D of the Table of Events with respect of an Insured Person over the age of seventy-five (75) years.
15. Where an Insured Person is exposed to the elements as a result of an Accident and

suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.

16. Should a benefit be payable under this Section of the Policy that is also payable under any other Policy issued by Us, the benefit will only be payable under one (1) Policy, which shall be the Policy with the highest benefit amount.

### Exclusions Applying to Section 1

In addition to the General Exclusions applying to all Sections of this Policy, We will not be liable to pay loss, cost or expense arising or attributed to;

1. any claim for Events 20 and/or 21 or Events 27 and/or 28 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
  2. a Journey undertaken against the advice of a Doctor or when the Insured Person is unfit to travel or if the purpose of the Journey is to enable the Insured Person to seek medical treatment for a pre-existing condition; or
- any claim which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).

## SECTION 2 – KIDNAP, RANSOM, EXTORTION, HIJACK & DETENTION

### Extent of Cover

#### Kidnap, Ransom & Extortion

If during the Period of Insurance and whilst on a Journey, an Insured Person is Kidnapped or allegedly Kidnapped or the subject of Extortion outside of their Country of Residence, We will reimburse the Insured or the Insured Person Extortion or Ransom Monies paid up to the sum insured shown in the Policy Schedule against Section 2 – Kidnap, Ransom & Extortion.

We will also pay the Insured or the Insured Person up to the amount shown in the Policy Schedule against Section 2 – Kidnap, Ransom & Extortion for:

1. loss caused by the destruction, disappearance, confiscation or seizure of property or other consideration intended as Extortion or Ransom Monies for a Kidnapping or Extortion insured hereunder, whilst the Extortion or Ransom Monies are being delivered to the person or group believed to be responsible for the Kidnap or Extortion by a person with the authority of the Insured or an Insured Person to make such delivery;

2. the amount paid by the Insured or an Insured Person for Other Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. the actual, necessary and reasonable expenses of engaging independent security consultants with the exclusive function of investigating a Kidnap, recovering or negotiating the release of a Kidnapped Insured Person, or paying any Extortion or Ransom Monies, provided that We have given Our prior written consent to the use of such consultants.

We will also pay the Insured the actual, necessary and reasonable external expenses to engage an independent image and/or public relations consultant, and/or costs associated with media broadcasts, to help protect and/or positively publicise their business and corporate image, up to a maximum of fifteen thousand dollars (\$15,000) for any one Kidnap, Extortion or Extortion Threat. These expenses must be directly in connection with

a Kidnap, Extortion or Extortion Threat and incurred within twenty- one (21) days thereof.

The maximum amount payable for all benefits listed above shall not exceed the amount shown in the Policy Schedule against Section 2 – Kidnap, Ransom & Extortion.

### Hijack & Detention

If during the Period of Insurance and whilst on a Journey, an Insured Person is outside of their Country of Residence and is Detained for a minimum of twelve (12) continuous hours:

1. as a result of the Common Carrier Conveyance in which they are travelling being Hijacked; or
2. by any government, state or lawful authority without being ultimately convicted of breaking the law of any country or state;

We will pay the Insured or the Insured Person the daily amount shown on the Certificate of Insurance against Section 2 – Hijack & Detention, for each twenty four (24) hour period of continuous Detention, up to the maximum period shown on the Certificate of Insurance against Section 2 – Hijack & Detention.

We will also pay the Insured or the Insured Person the reasonable legal costs incurred up to a maximum of fifty thousand dollars (\$50,000) as a result of the Insured Person being falsely arrested or wrongfully Detained outside of their Country of Residence.

### Definitions Applying to Section 2

COMMON CARRIER CONVEYANCE means an aircraft, vehicle, train, vessel or other public transportation which is duly licensed to carry fare paying passengers.

DETAINED means restraint by way of custody or confinement against the will of an Insured Person.

EXTORTION/EXTORTION THREAT means intimidation by threat or a series of threats to Kidnap or inflict harm upon any Insured Person or their accompanying Close Relative.

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

HIJACK/HIJACKED means the unlawful seizure or wrongful exercising of control of a Common Carrier Conveyance.

KIDNAP/KIDNAPPED/KIDNAPPING means the illegal abduction and holding hostage of any Insured Persons for the purpose of demanding Extortion or

Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

OTHER EXPENSES means:

1. a reasonable payment made by the Insured to a person providing information not otherwise available which leads to the arrest and conviction of the individual(s) responsible for a Kidnap or Extortion Threat insured hereunder.
2. reasonable and customary interest costs for any loan taken by the Insured Person or the Insured from a financial institution in order to pay Extortion or Ransom Monies;
3. reasonable and customary travel and accommodation expenses incurred by the Insured Person or the Insured as a result of a Kidnap or Extortion;
4. the Salary which the Insured continues to pay an Insured Person who has been the subject of a Kidnap or Extortion, provided that coverage will only apply at the salary level in effect prior to the Kidnap or Extortion;
  - a) for up to sixty (60) days after the release of the Insured Person from a Kidnap;
  - b) until discovery of the death of the Insured Person;
  - c) for up to one hundred and eighty (180) days after the Insured receive the last credible evidence that the Insured Person is still alive; or
  - d) for up to sixty (60) months from the date of the Kidnap, if the Insured Person has not been released;
5. wage or Salary payments made by the Insured for a temporary replacement Employee to perform the duties of an Insured Person who is Kidnapped, for a period up to thirty (30) days after the release of the Insured Person, but not exceeding sixty (60) months from the initial date of the Kidnap;
6. the travel costs of a replacement Employee to perform the business duties of the Kidnap victim, limited to an economy fare and payable once per replacement employee per Kidnap;
7. Personal Financial Loss to an Insured Person on account of an inability to attend to personal financial matters due to their Kidnapping;
8. reasonable travel costs of Insured Person who is the victim of a Kidnap to join their family upon their release;
9. reasonable and customary fees and expenses of a qualified interpreter assisting the Insured or an Insured Person in the event of a Kidnap or

- Extortion;
10. reasonable medical, psychiatric, and legal expenses incurred by an Insured Person, with Our prior written consent, for a period of twelve (12) months following their release from a Kidnap; and
  11. any other reasonable expenses incurred by the Insured, with Our prior written consent, in resolving a Kidnap or Extortion insured hereunder.

PERSONAL FINANCIAL LOSS means but is not limited to, pecuniary loss incurred by an Insured Person resulting directly from the failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions.

#### Conditions Applying to Section 2

1. The Insured and Insured Persons shall make a reasonable effort not to disclose the existence of this insurance.

#### Exclusions Applying to Section 2

In addition to the General Exclusions applying to

all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. any loss resulting from the surrender of money, property or other consideration as the result of a direct physical encounter involving the use or threat of force or violence, unless such monies or property are being held or delivered for the sole purpose of paying Extortion or Ransom Monies;
2. the Kidnap or Extortion of an Insured Person occurring in their Country of Residence or a country where they have been living for more than one hundred and eighty (180) consecutive days at the time the Kidnap or Extortion occurs; or
3. any fraudulent, dishonest or criminal act committed by the Insured, an Insured Person or any person the Insured or an Insured Person authorises to be in possession of Extortion or Ransom Monies.
4. any claim with respect to a kidnapping in Mexico, Central or South America.

## SECTION 3 – OVERSEAS MEDICAL EXPENSES & MEDICAL EVACUATION EXPENSES

### Extent of Cover

#### Continuous Bed Confinement

If, during the Period of Insurance and whilst on a Journey, an Insured Person suffers an Injury or Sickness and as a direct result of that Injury or Sickness is Confined to Bed, We will pay the Insured Person the daily amount shown in the Policy Schedule against Section 3 – Continuous Bed Confinement.

#### Overseas Medical and Medical Evacuation Expenses

If, during the Period of Insurance and whilst on a Journey, an Insured Person suffers an Injury or Sickness, We will pay for Medical Evacuation Expenses and Medical and Other Expenses, for a period of up to twenty four (24) months from the date of the Injury or manifestation of the Sickness, up to the amount shown in the Policy Schedule against Section 3 – Overseas Medical and Medical Evacuation Expenses.

#### Definitions Applying to Section 3

CONFINED TO BED means that an Insured Person is confined to bed for more than two (2) consecutive days and requires the full-time care of a registered nurse for, and this is confirmed in writing by a Doctor.

MEDICAL AND OTHER EXPENSES means;

1. all reasonable medical costs necessarily incurred outside of the Insured Person's Country of Residence (and Australia) for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor;

2. ongoing medical expenses (subject to General Exclusions) incurred after the Insured Person's return to their Country of Residence (and outside of Australia), for a period of up to twenty four (24) months. If the Insured Person's Country of Residence is not Australia then We shall only be liable for ongoing medical expenses incurred up to a maximum of fifty thousand dollars (\$50,000). Ongoing medical expenses are only payable if medical expenses relating to the Injury or Sickness are first incurred outside of the Insured Person's Country of Residence (and Australia); and
3. expenses incurred outside of Australia to repair, replace or adjust dentures up to a maximum amount of \$2,500, provided that the incurred expenses are as a direct result of Injury to the Insured Person; and
4. all reasonable expenses necessarily incurred outside of the Insured Person's Country of Residence (and Australia) for emergency dental treatment given by a dentist to restore or replace sound or natural teeth lost or damaged as a result of Injury, or to resolve the acute, spontaneous and unexpected onset of pain.

MEDICAL EVACUATION EXPENSES means;

1. expenses relating to the evacuation or repatriation of the Insured Person to the most suitable medical facility or to the Insured Person's Country of Residence, including necessary expenses incurred for qualified medical staff to accompany the

2. Insured Person; and reasonable travel and accommodation expenses for two (2) Close Relatives or Accompanying travel companions of the Insured Person who are required to travel to or remain with the Insured Person; provided always it is recommended by a Doctor and is considered necessary by and arranged by Us and/or Solution Underwriting Assist.

### Conditions Applying to Section 3

1. We/Solution Underwriting Assist must be promptly advised of any potential claim under this Section.
2. All decisions as to the means of evacuation transport and/or the destination of repatriation will be made by Us/Solution Underwriting Assist and will be based solely on medical necessity.
3. Where We/Solution Underwriting Assist provide emergency medical assistance in good faith to any person not insured under this Policy, the Insured shall reimburse Us for all costs incurred.
4. The Insured and/or the Insured Person and/or anyone undertaking arrangements on the Insured or Insured Person's behalf must not attempt to resolve issues encountered without first contacting Us/Solution Underwriting Assist or it may prejudice reimbursement of expenses.
5. In the event that an Insured Person is repatriated to their Country of Residence, the Insured Person's return air ticket will be used towards Our costs.

### Exclusions Applying to Section 3

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense;

1. incurred directly or indirectly from a Journey;
  - a) undertaken against the advice of a Doctor;
  - b) undertaken when the Insured Person is unfit to travel;
  - c) where the purpose of the Journey is for the Insured Person to seek medical attention;
  - d) taken after a Doctor informs an Insured Person that they are terminally ill;
2. incurred directly or indirectly from routine medical, optical or dental treatment or consultation;
3. recoverable by the Insured and/or the Insured Person from any other source (with the exception of other insurance);
4. incurred directly or indirectly as a result of any medication or ongoing treatment for a condition the Insured Person had prior to the commencement of a Journey, notwithstanding that the Insured Person was advised to continue such medication during the Journey;
5. which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
6. incurred directly or indirectly from the taking of any poisonous substance or whilst under the influence of legally intoxicating liquor and/or drugs (unless taken or administered on medical advice); or
7. incurred twenty four (24) months or more after the date the Insured Person suffers an Injury or Sickness.

## SECTION 4 – SOLUTION UNDERWRITING ASSIST EMERGENCY ASSISTANCE SERVICES

### Extent of Cover

If, during the Period of Insurance and whilst on a Journey, an Insured Person requires assistance in the event of a medical or other emergency, the Insured Person has access to Solution Underwriting Assist.

Solution Underwriting Assist is an emergency assistance service that is available free of charge to an Insured Person twenty four (24) hours a day, seven (7) days a week and is accessible from anywhere in the world by calling +61 2 8907 5976 (by reverse charge if required).

With Our approval, Solution Underwriting Assist can provide assistance to an Insured Person with services including;

1. access to Doctors for emergency assistance and advice;

2. arranging emergency medical evacuation as a direct result of an Injury or Sickness of an Insured Person, including accompanying medical escort as deemed necessary;
3. arranging for an Accompanying person to travel with and/or remain with an Insured Person who has suffered an Injury or Sickness;
4. payment guarantees and insurance verification to hospitals;
5. repatriation of an Insured Person to a more suitable medical facility or back to their Country of Residence after suffering an Injury or Sickness; and
6. medical monitoring.

### Conditions Applying to Section 4

1. We/Solution Underwriting Assist must be promptly advised of any potential claim

- under this Section.
2. The Insured and/or the Insured Person and/or anyone undertaking arrangements on the Insured or Insured Person's behalf must not attempt to resolve issues encountered without first contacting Us/Solution Underwriting Assist or it may prejudice reimbursement of expenses.
  3. Where We/Solution Underwriting Assist provide emergency medical assistance in good faith to any person not insured under this Policy, the Insured shall reimburse Us for all costs incurred.
  4. In accepting the services of Solution Underwriting Assist, the Insured and the Insured Person acknowledge that the Insured Person's attending physician has the ultimate responsibility for the care and treatment of the Insured Person. Solution

Underwriting Assist can only provide such assistance as the Insured Person's attending physician believes to be in the Insured Person's interest.

#### Exclusions Applying to Section 4

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable for any expenses;

1. Recoverable by You and /or the Insured Person from any other source (with the exception of other insurance); or
2. Incurred after the Insured and/or the Insured Person, or any of the Insured and/or Insured Person's representatives refuse to follow the instruction and directions of Us and/or Solution Underwriting Assist.

## SECTION 5 – TRAVEL DISRUPTION

### Extent of Cover

#### Alternative Employee/Resumption of Assignment

If during the Period of Insurance, the Insured incurs Alternative Employee Expenses or Resumption of Assignment Expenses as a direct result of an Insured Person dying or suffering a Serious Injury or Serious Sickness whilst on a Journey, or a claim admitted under Cancellation and Curtailment, We will reimburse the Insured for such expenses up to the amount shown in the Policy Schedule against Section 5 – Alternative Employee/Resumption of Assignment.

#### Cancellation & Curtailment

If during the Period of Insurance and whilst on a Journey, the Insured person necessarily incurs loss of travel and accommodation expenses or reasonable additional travel or accommodation expenses following necessary alteration, curtailment or cancellation of the Insured Person's Journey as a result of;

1. the Insured Person's unexpected death or Injury or Sickness which results in the Insured Person being certified by a Doctor as unfit to continue the Journey;
2. the unexpected death, Serious Injury or Serious Sickness of an Insured Person's Close Relative, travelling companion or business associate;
3. the Insured Person's residence or business suffering major loss or damage;
4. strikes, riot, hijacking, civil commotion, flood, natural disaster or adverse weather conditions;
5. any other unforeseen circumstance outside the control of the Insured or the Insured Person, not otherwise excluded under the Policy;

We will reimburse the Insured or the Insured Person for the non-refundable, unused portion of travel and accommodation expenses or pay reasonable incurred additional travel or accommodation expenses, up to the amount shown in the Policy Schedule against Section 5 – Cancellation & Curtailment.

#### Loss of Deposits

If during the Period of Insurance and prior to the commencement of a Journey, the Insured or an Insured Person incurs loss of pre-paid travel and accommodation expenses following necessary alteration, curtailment or cancellation of the Insured Person's Journey as a result of;

1. the Insured Person's unexpected death or Injury or Sickness which results in the Insured Person being certified by a Doctor as unfit to commence the Journey;
2. the unexpected death, Serious Injury or Serious Sickness of an Insured Person's Close Relative, travelling companion or business associate;
3. the Insured Person's residence or business suffering major loss or damage; or
4. any other unforeseen circumstance outside the control of the Insured or the Insured Person, not otherwise excluded under the Policy;

We will reimburse the Insured or the Insured Person for the non-refundable, unused portion of travel and accommodation expenses paid in advance of a proposed Journey, by the Insured or Insured Person up to the amount shown in the Policy Schedule against Section 5 – Loss of Deposits.

#### Missed Transport Connection

If during the Period of Insurance and whilst on a

Journey, an Insured Person misses a transport connection due to any unforeseen circumstances outside of their control and is unable to arrive at an officially scheduled meeting or conference which cannot be delayed, We will pay the reasonable extra travel expenses incurred (less any recovery that the Insured or the Insured Person may be entitled to receive) for use of alternate public transport to enable the Insured Person to arrive at their destination at the scheduled time, up to the amount shown in the Policy Schedule against Section 5 – Missed Transport Connection.

### Overbooked Flight

If during the Period of Insurance and whilst on a Journey, an Insured Person is denied boarding on a confirmed scheduled flight due to overbooking and no alternative transport is made available within six (6) hours of the scheduled departure time, We will pay for any direct or indirect expenses incurred as a result of the delay, up to the amount stated in the Policy Schedule against Section 5 – Overbooked flight.

### Definitions Applying to Section 5

**ALTERNATIVE EMPLOYEE EXPENSES** means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Insured Person. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person. It does not mean an expense which the Insured or the Insured Person had paid or budgeted for before the commencement of a Journey.

**RESUMPTION OF ASSIGNMENT EXPENSES** means all reasonable and necessary expenses incurred in returning the Insured Person to re-commence an assignment within 90 days of returning to their Country of Residence as a result of the claim being admitted under Cancellation and Curtailment. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person. It does not mean an expense which the Insured or the Insured Person had paid or budgeted for before the commencement of a Journey.

### Conditions Applying to Section 5

1. Any loss of travel and/or accommodation expenses purchased through the use of frequent flyer points or similar customer loyalty points will be reimbursed at the retail price of the travel and/or accommodation at the time of purchase provided the loss of such points are not recoverable from any other source.
2. Any loss arising from or attributed to the refusal, failure or inability of any person, company or organisation, including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal shall be limited to thirty thousand dollars (\$30,000) per Period of Insurance.

### Exclusions Applying to Section 5

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay any benefit, loss, cost or expense arising from or attributable to:

1. an Insured Person undertaking or intending to undertake a Journey against the advice of a Doctor or when the Insured is unfit to travel;
2. carrier caused delays where the cost of the expenses are recoverable from the carrier;
3. any business or contractual obligations of the Insured or the Insured Person;
4. any change of plans which are not as a result of an unforeseen circumstance outside the control of the Insured or Insured Person or any disinclination on the part of the Insured Person or any other person to travel;
5. the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or Journey.

## SECTION 6 – BAGGAGE, PORTABLE ELECTRONIC EQUIPMENT & MONEY

### Extent of Cover

#### Deprivation of Personal Baggage

If, during the Period of Insurance and whilst on a Journey, an Insured Person's accompanying Personal Baggage is delayed, misdirected or temporarily misplaced by any transport carrier for more than eight (8) consecutive hours, We will pay reasonable expenses incurred by an Insured Person up to the

amount in the Policy Schedule against Section 6 – Deprivation of Personal Baggage for the emergency replacement of essential clothing and toiletries.

#### Personal Baggage

If, during the Period of Insurance and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Personal Baggage, We

will pay in respect of such loss or damage up to the maximum amount shown in the Policy Schedule against Section 6 – Personal Baggage.

### Personal Money & Travel Documents

If, during the Period of Insurance and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Personal Money and/or Travel Documents, We will pay in respect of such loss or damage up to the maximum amount shown in the Policy Schedule Section 6 – Personal Money & Travel Documents.

### Portable Electronic Equipment

If, during the Period of Insurance and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Portable Electronic Equipment, We will pay in respect of such loss or damage up to the maximum amount shown in the Policy Schedule against Section 6 – Portable Electronic Equipment.

### Definitions Applying to Section 6

**BUSINESS PROPERTY** means office equipment, business documentation, stationery and other instruments belonging to the Insured which are used for business purposes.

**PERSONAL BAGGAGE** means personal property of the Insured Person and includes Business Property belonging to the Insured or an Insured Person or for which an Insured Person is legally responsible for, taken on or acquired during a Journey.

**PERSONAL MONEY** means the Insured Person's personal cash, credit cards, bank cards, bank or currency notes, cheques, travellers cheques, postal or money order or other negotiable instruments.

**PORTABLE ELECTRONIC EQUIPMENT** means any personal and/or business computers (including laptops, notebooks and tablets), mobile phones, cameras, personal music players or recording devices, and other items of a similar nature as deemed by Us to be electronic, for which an Insured Person is legally responsible for, taken on or acquired during a Journey.

**TRAVEL DOCUMENTS** means the Insured Person's passports, travel tickets visas, entry permits and/or other similar documents in the possession or control of the Insured Person.

### Conditions Applying to Section 6

1. The Insured Person must take all reasonable precautions for the supervision and safety of any Personal Baggage, Business Property, Personal Money, Portable Electronic Equipment and Travel Documents.
2. The Insured Person must report all loss or damage attributed to theft, vandalism, or loss or damage caused by a carrier to the appropriate authorities and obtain a written

acknowledgement of the report.

3. The Insured Person must report all loss of credit cards, personal cheques, traveller's cheques or travel documents to the issuing authority as soon as possible, and effect appropriate cancellation measures. The maximum amount We will indemnify the Insured or the Insured Person in respect of loss arising from the unauthorised or fraudulent use of money and travel documents is five thousand dollars (\$5,000).
4. Claims must be supported by written confirmation from the transport carrier responsible for deprivation or loss of Personal Baggage.
5. Claims for the purchase of emergency replacement of clothing and toiletries under Deprivation of Personal Baggage must be supported by receipts for the replacement items.
6. In respect of Business Property held for the purpose of a Journey, cover will commence at the time of collection from the Insured Person's normal place of work or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is returned to the Insured Person's normal place of work, whichever occurs first.
7. In respect of Personal Money held for the purpose of a Journey, cover will commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is deposited at a financial institution, whichever occurs first.
8. The maximum amount We will pay for any one item, set or pair of items is 50% of the amount shown in the Policy Schedule against Section 6 – Baggage, Portable Electronic Equipment & Money, or ten thousand dollars (\$10,000), whichever is the greater.

### Exclusions Applying to Section 6

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay any benefit, loss, cost or expense arising from or attributable to:

1. loss or damage arising from confiscation or destruction by customs or any other lawful authority;
2. damage or loss arising from electrical or mechanical breakdown of any item;
3. scratching or breaking of fragile or brittle articles, if as a result of the negligence of the Insured and/or the Insured Person;
4. damage or loss arising from wear and tear, deterioration, atmospheric or

- climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
- 5. theft or attempted theft which occurs while Portable Electronic Equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where the Insured and/or Insured Person has no option other than to leave the Portable Electronic Equipment unattended due to an emergency medical, security or evacuation situation);
- 6. loss or damage which occurs whilst Portable Electronic Equipment is carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless accompanied by an Insured Person as personal cabin baggage. This exclusion will not apply in circumstances where the Insured and/or the Insured Person is prohibited from carrying the Portable Electronic Equipment as

- personal cabin baggage. Where the Insured Person is so prohibited, the Portable Electronic Equipment must be securely locked away within the Insured Person's checked in baggage;
- 7. contractual obligations in relation to a mobile phone or tablet computer;
- 8. amounts recoverable by the Insured and/or the Insured Person from any other source (with the exception of other insurance);
- 9. Personal Baggage, Personal Money, Travel Documents and Portable Electronic Equipment shipped under any freight agreement, or items sent by postal or courier services; or
- 10. loss due to depreciation or devaluation of currency
- 11. loss or damage to Portable Electronic Equipment where it is insured under another insurance policy.

## SECTION 7 – RENTAL VEHICLE EXCESS WAIVER

### Extent of Cover

#### Rental Vehicle Excess Waiver

If during the Period of Insurance and whilst on a Journey, the Insured or an Insured Person becomes legally liable to pay a Rental Vehicle Excess or deductible in respect to loss or damage to a Rental Vehicle, We will reimburse the Insured or Insured Person up to the maximum amount shown in the Policy Schedule against Section 7 – Vehicle Excess Waiver.

We will also reimburse the costs of any administrative costs applied by the rental/hire company in relation to the Rental Vehicle Excess liability, up to a maximum amount of two hundred dollars (\$200) for any one (1) event.

This amount is in addition to the limit shown in the Policy Schedule against Section 7 – Vehicle Excess Waiver.

#### Definitions Applying to Section 7

RENTAL VEHICLE means a rented sedan, station wagon, hatchback or four-wheel-drive (4WD) or any other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person on public roadways.

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

#### Conditions Applying to Section 7

1. The Rental Vehicle must be hired from a licensed motor vehicle rental/hire company

- and all requirements of the rental/hire company must be complied with under the hiring agreement.
- 2. Compulsory motor vehicle insurance against loss of or damage to the Rental Vehicle during the rental period offered by the rental/hire company must be activated. Provided the compulsory motor vehicle insurance has been activated, there is no additional requirement for the Insured Person to purchase excess buy back.
- 3. With regards to a Rental Vehicle only, cover under this Section will commence from the time the Rental Vehicle is collected from the rental/hire company or twenty four (24) hours prior to the commencement of a Journey, whichever is the later and shall cease upon return of the Rental Vehicle to the rental/hire company or twenty four (24) hours after the completion of a Journey, whichever occurs first.

#### Exclusions Applying to Section 7

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay any benefit, loss, cost or expense arising from or attributable to:

1. any Rental Vehicle that is not comprehensively insured;
2. any use of the Rental Vehicle or personal motor vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
3. the use of the Rental Vehicle by an Insured Person not holding a valid

4. license permitting them to drive in the country the motor vehicle is being operated in;
4. the illegal or criminal use of a Rental Vehicle or personal motor vehicle by the Insured or Insured Person; or
5. the use of the Rental Vehicle or personal motor vehicle on any roadway that is inaccessible to two-wheel-drive vehicles, unless the vehicle is a four-wheel-drive (4WD) vehicle.

## SECTION 8 – PERSONAL LIABILITY

### Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person becomes legally liable to pay damages in respect of either:

1. bodily injury to any other person; or
2. loss of or damage to physical property;

and such bodily injury or damage is caused by an Accident outside of the Insured Person's Country of Residence, We will indemnify the Insured Person up to the amount shown in the Policy Schedule against Section 8 –Personal Liability:

- a) against such damages; and
- b) all legal costs and expenses which are recoverable by a claimant from the Insured Person and/or incurred with Our written consent in the investigation or defence of any claim.

### Conditions Applying to Section 8

1. No admission, offer, promise, payment or indemnity shall be made without Our written consent.
2. We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.
3. We may at any time pay to the Insured Person, in connection with any claim or series of claims arising from the one original cause, the amount shown in the Policy Schedule against Section 5 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
4. We will have full discretion in the

handling of all proceedings.

### Exclusions Applying to Section 8

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable in respect of;

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

## SECTION 9 – EXTRA TERRITORIAL WORKERS COMPENSATION

### Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers an Accidental Death, Injury or Sickness, We will indemnify the Insured for compensation benefits consequently payable under any workers' compensation legislation which provides benefits to injured workers or their dependents for death, Injury of Sickness arising out

of or in the course of their employment or damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the limits of liability set out below.

### Limit of Liability Applying to Section 9

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

1. in the case of a claim for compensation benefits, the difference between the benefits payable by the Insured and the amount which the Insured Person or their dependents are entitled to claim under any workers' compensation insurance which the Insured was required to effect as described above but not to exceed the amounts shown in the Policy Schedule against Section 9 – Extra Territorial Workers Compensation.
  2. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the Insured and the amount of indemnity to which the Insured would have been entitled under any workers compensation insurance which the Insured was required to effect as described above, but not to exceed the amounts shown in the Policy Schedule against Section 9 – Extra Territorial Workers Compensation.
  3. the limits of liability are amounts shown in the Policy Schedule against Section 9 – Extra Territorial Workers Compensation and shall apply as follows:
    - a) Limit (A) is the limit of weekly compensation for each Insured Person;
    - b) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) Accident whether involving one (1) or more Insured Person; and
    - c) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and Accidents occurring during any one (1) Period of Insurance, whether involving one or more Insured Persons.
- employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
- b) if the Insured maintained in force during the Period of Insurance of this Policy, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of employees by the Insured or the Insured is licensed under such laws as a self-insurer; and
  - c) while the Insured Person is working on a temporary basis (not exceeding six (6) months) outside the state or territory in which the Insured Person's usual place of employment is located.
2. If required by Us, the Insured shall;
    - a) make available to Us such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into the Insured's possession; and
    - b) authorise Us to have access to the files and information held by any workers' compensation insurer with whom the Insured has effected insurance.
  3. Any benefits otherwise payable under Section 1 – Personal Accident & Sickness and Section 3 – Overseas Medical Expenses of the Policy with respect to an Insured Person shall be reduced by the amount of any benefit payable under these Sections with respect to that Insured Person.

### Conditions Applying to Section 9

1. Cover under this Section only applies;
  - a) with respect to Insured Persons who are employed by the Insured or who are deemed by any applicable workers' compensation legislation to be workers employed by the Insured and who are

### Exclusions Applying to Section 9

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable in respect of;

1. any expenses with respect to exemplary, punitive or aggravated damages; or
2. any expenses which We are prohibited from paying due to government legislation, whether existing or amended.

## SECTION 10 – POLITICAL UNREST & NATURAL DISASTER EVACUATION

### Extent of Cover

If, during the Period of Insurance and whilst on a Journey, an Insured Person is outside of their Country of Residence and:

1. officials in that country recommend that the Insured Person, should leave that country because of an immediate security threat such as War, Civil War, civil unrest or political unrest; or
2. the Australian government, through its Department of Foreign Affairs and Trade, issues a Consular Travel Warning recommendation that certain categories of persons, which categories include the Insured Person should leave that country;
3. an Insured Person is expelled or declared persona non grata in that country;

4. there is wholesale seizure, confiscation or expropriation of the Insured's or the Insured Person's property, plant or equipment in that country; or
5. a natural disaster has occurred in that country, and a state of emergency has been declared necessitating immediate evacuation of the Insured Person in order to avoid risk of Injury or Sickness;

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

1. to return the Insured Person to their Country of Residence or the nearest place of safety using the most reasonably available method of transport, provided that prior approval has been obtained by Solution Underwriting Assist, up to the maximum sum insured shown in the Policy Schedule against Section 10 – Political Unrest & Natural Disaster Evacuation; and
2. for reasonable accommodation costs for up to twenty-one (21) days if the Insured Person is unable to return to their Country of Residence, provided that prior approval has been obtained by Solution Underwriting Assist, up to the maximum sum insured shown in the Policy Schedule against Section 10 – Political Unrest & Natural Disaster Evacuation.

### Conditions Applying to Section 10

1. If the Insured Person is required to leave the country they are in, Solution Underwriting Assist must be contacted beforehand to confirm cover. Where possible Solution Underwriting Assist will make the travel arrangements and in all cases, We will decide where to send the Insured Person.

### Exclusions Applying to Section 10

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to;

1. the Insured Person violating the laws or regulations of the country they are in;
2. the Insured Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;
3. any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
4. failure of the Insured or the Insured Person to honour any contractual obligation or bond or to obey any conditions in a licence;
5. the Insured Person being evacuated from their Country of Residence;
6. evacuation of an Insured Person who is a national of the country from which they are to be evacuated.

## SECTION 11 - SEARCH & RESCUE EXPENSES

### Extent of Cover

If during the Period of Insurance and whilst an Insured Person is on a Journey outside of their Country of Residence (or Australia), the Insured Person is reported as missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation where:

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

We will reimburse the Insured up to an amount shown in the Policy Schedule against Section 11 – Search & Rescues Expenses, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for such Insured Person and for bringing them to a place of safety.

### Conditions Applying to Section 11

1. The Insured Person must comply at all times with local safety advice and adhere to

2. recommendations prevalent at the time.
2. The Insured Person must not knowingly endanger either their own life or the life of any other Insured Person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for the Insured Person's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.

Where any event covered under Section 11 is, or is subsequently found to be covered under:

- a) Section 2 – Kidnap, Ransom, Extortion, Hijack & Detention; or
- b) Section 3 – Overseas Medical Expenses & Medical Evacuation Expenses; or
- c) Section 10 – Political Unrest & Natural

Disaster Evacuation;

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

## SECTION 12 - ADDITIONAL BENEFITS

### Extent of Cover – Personal Benefits

#### Advanced Payment

If an Insured Person sustains an Injury or Sickness for which benefits are payable under Section 1 – Personal Accident & Sickness – Events 20 or 27, We will immediately pay thirteen (13) weeks benefit, provided that We are presented with medical evidence from a

Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

#### Automatic Insurance Extension

If during the Period of Insurance and whilst on a Journey, an Insured Person's expected return to their Country of Residence is delayed due to an unforeseen transport delay which is outside the control of the Insured or Insured Person, or due to the Insured Person suffering an Injury or Sickness for which a claim is payable under this Policy, We shall continue to cover the Insured Person for up to three (3) calendar months from the date of the Insured Person's original return date to their Country of Residence, including any such time that falls outside of the Period of Insurance provided that this is not covered by any other Insurance.

#### Court Attendance Benefit

If during the during the Period of Insurance, the Insured Person is required to attend court in connection with an event that has resulted in a valid claim under Section 8 – Personal Liability, We will pay one hundred dollars (\$100) per day for each day the Insured Person attends court, up to a maximum of one thousand dollars (\$1,000) in total, per Insured Person.

#### Domestic Help Benefit

If, during the Period of Insurance and whilst on a Journey, the Accompanying Spouse/Partner of the Insured Person who is a non-income earner sustains an Injury or Sickness for which a benefit would be payable under Section 1, Events 20 and/or 21, or Events 27 and/or 28 and a Doctor certifies that they are unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred for hiring domestic help up to the amount of two hundred and fifty dollars (\$250) per week for a maximum period of fifty two (52) weeks, provided that the domestic help is not carried out by the Insured Person or their Close Relatives, nor a person permanently residing with the Insured Person.

#### Escalation of Claim Benefit

After payment of a benefit under Section 1 –

Personal Accident & Sickness – Events 20 and/or 21 or Events 27 and/or 28 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by five percent (5%) per annum.

#### Identity Theft Benefit

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers theft of personal data or documents relating to their identity which results in there fraudulent use to obtain money, goods or services, We will reimburse the Insured Person, up to the amount of ten thousand dollars (\$10,000) for reasonable legal expenses incurred with Our prior written consent;

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

#### Keys & Locks Benefit

If during the Period of Insurance and whilst on a Journey, an Insured Person loses their identification and keys at the same time, We will reimburse the Insured Person for the reasonable and actual costs for the replacement of keys and/or locks to their home and/or motor vehicle, up to the amount of three thousand dollars (\$3,000).

#### Modification Benefit

If during the Period of Insurance an Insured Person sustains an Injury for which a benefit is paid under Section 1 – Personal Accident & Sickness, for Events 2 or 3, We will pay for costs necessarily incurred to modify the Insured Person's home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the amount of fifteen thousand dollars

(\$15,000), provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

**Rehabilitation Benefit**

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 1 – Personal Accident & Sickness, for which benefits are payable, We will pay 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 is confirmed by the Insured Person's Doctor as being necessary. The maximum amount We will pay under this benefit is twenty thousand dollars (\$20,000).

**Student Tutorial Benefit**

If during the Period of Insurance and whilst on a Journey, an Insured Person who is a full time student suffers an Injury and a Doctor certifies that the Insured Person is unable to attend classes as a result of the Injury, We will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount of two hundred and fifty dollars (\$250) per week for a maximum period of fifty two (52) weeks.

**Extent of Cover – Corporate Benefits**

**Chauffeur Benefit**

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 1 – Personal Accident & Sickness, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount of two thousand (\$2,000), for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

**Corporate Image Protection**

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains an Injury which a benefit is paid under Section 1 – Personal Accident & Sickness, Events 1 or 2, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the

Insured's corporate image, up to the amount of five thousand dollars (\$5,000).

**Disappearance**

If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling whilst on a Journey, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death benefit amount set out under Section 1 – Personal Accident & Sickness, Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the Insured Person is subsequently found alive, such Accidental Death benefit amount will be refunded to Us.

**Repatriation & Funeral Expenses Benefit**

If during the Period of Insurance and whilst on a Journey, an Insured Person dies, We will pay for the reasonable expenses incurred up to the amount of twenty thousand dollars (\$20,000), for:

1. the cost of returning the Insured Person's mortal remains and/or personal effects to the Insured Person's Country of Residence or a place nominated by the Insured Person's Spouse/Partner or the legal representative of the Insured Person's estate; and
2. the cost of the Insured Person's funeral, burial or cremation and associated expenses;

provided that We and/or Solution Underwriting Assist are notified as soon as possible, and prior to the arrangement of any repatriation or funeral services.

**Replacement Staff/Recruitment Cost**

If, during the Period of Insurance and whilst on a Journey, the Insured Person sustains an Injury and in Our judgement We believe that a benefit will be paid under Section 1 – Personal Accident & Sickness, Event 1 or 2, We will pay the actual and reasonable costs incurred by the Insured for the recruitment of replacement Employees, up to the amount of ten thousand dollars (\$10,000), provided that the costs are incurred within sixty (60) days and are crucial and necessary for the Insured's business to continue. The Insured must first provide a signed undertaking that any amount paid will be repaid to Us if it is found that a valid claim did not or will not eventuate.

**GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

The following general exclusions apply to all Sections of this Policy unless expressly stated otherwise in the Policy.

We will not be liable to pay any benefit, loss, cost or expense arising from or attributable to;

1. an Insured Person engaging in or taking part in;
  - a) flying in an aircraft or aerial device

- other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for or participating in Professional Sport of any kind;
2. any self-injury, suicide or any illegal or criminal act committed by the Insured, an Insured Person, a Spouse/Partner and/or Dependent Children;

3. Us contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of those Acts;
4. any loss resulting from War, Civil War, civil unrest, political unrest or natural disaster that was in existence prior to the Insured Person entering the country or which was foreseeable to a reasonable person before the Insured Person entered the country.
5. any loss which occurs when the Insured Person is ninety (90) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of ninety (90) years. Furthermore, there is no cover under Section 1 of the Policy for Event 2 (Permanent Total Disablement) or Events 20, 21, 27 or 28 (Temporary Total Disablement and Temporary Partial Disablement) with respect to any Insured Person who is over seventy-five (75) years of age;
6. War, Civil War or warlike operations, whether declared or not:
  - a) when the Insured Person is taking an active part or
  - b) is in the Insured's or Insured Person's country of residence;
7. The use, existence or escape of nuclear weapons, materials or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
8. An Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
9. which is covered by:
  - a) Medicare;
  - b) any workers' compensation legislation;
  - c) any transport accident legislation;
  - d) any common law entitlement;
  - e) any government sponsored fund, plan or medical benefit scheme; or
  - f) any other insurance policy required to be effected by or under law;
10. any loss arising directly or indirectly from a Cyber Event.
11. Radioactive contamination and explosive nuclear assemblies exclusion including:
  - a) any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
  - b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
12. Your intoxication by alcohol or drugs not prescribed by a Doctor.

## GENERAL PROVISIONS APPLYING TO ALL SECTIONS

### Aggregate Limit of Liability

Except as detailed below, Our total liability for all claims arising under Section 1, Personal Accident & Sickness, shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (A), during any one (1) Period of Insurance.

Our total liability for all claims arising under Section 1, Personal Accident & Sickness, relating to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (B), during any one (1) Period of Insurance.

Our total liability for all claims arising under Section 2 – Kidnap, Ransom, Extortion, Hijack & Detention, shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (C), during any one (1) Period of Insurance.

Our total liability for all claims arising under Section 10 – Political Unrest & Natural Disaster Evacuation, shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (D), during any one (1) Period of Insurance.

Our total liability related to any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (E).

Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/or Civil War shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (F), with Our liability to cease at the end of the Period of Insurance, irrespective of whether a Journey has been completed.

### Alteration of Risk

The Insured must advise Solution Underwriting as soon as is reasonably practical of any alteration of the Insured's business activities which increase the risk of damage, injury, liability, loss or sickness.

### **Assistance and Co-operation**

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

### **Cancellation**

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)*. Cancellation by Us takes effect from 4:00pm on the date day which is three (3) business days from the date We notify You in writing.

If the Policy is cancelled by either the Insured or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied and less any non-refundable government charges, taxes and levies. However, We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

### **Cover for an Insured Person**

Cover in respect to an Insured Person will end on the earlier of:

1. the date the Insured Person no longer meets the criteria for an Insured Person set out in the Policy Schedule;
2. the end of the Period of Insurance; or
3. when this Policy is cancelled by the Insured at their request or by Us pursuant to the *Insurance Contracts Act 1984 (Cth)*.

Cover in respect to an Insured Person's Spouse/ Partner and/or Dependent Children will end on the earlier of:

1. the date insurance cover in respect of the Insured Person terminated in accordance with the above; or
2. the date such Spouse/Partner and/or Dependent Children ceases to be a Spouse/Partner and/or Dependent Children of the Insured Person.

### **Currency**

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

### **Due Diligence**

The Insured and Insured Person's must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this Policy.

### **Fraudulent Claims**

If the Insured or any person covered under this Policy makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim.

### **Notice of Claim**

The Insured or any person entitled to claim under this Policy must give Fullerton Health Corporate Services written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:  
Fullerton Health Corporate Services,  
Level 10, 33 York Street, Sydney, NSW 2000  
Phone: +61 2 8256 1770  
Fax: +61 2 8256 1775  
Email: [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)

### **Other Insurance**

In the event of a claim, the Insured or Insured Person must advise Us as to any other insurance that covers the same risk which are insured by this Policy, or that they are entitled to claim under or have access to.

### **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Subrogation**

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative agree that We shall be subrogated to all of the Insured's rights and the rights of each Insured Person or their legal representative to recover against any person or entity and the Insured and the Insured Person or their legal representative agree to execute and deliver any

certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable us to secure such rights. Neither the Insured nor the Insured Person nor their legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

**Service of Suit**

The Underwriters hereon agree that:-

1. In the event of a dispute arising under the Policy, this Policy will be subject to Australian law and practice and the Underwriters and the Insured will submit to the jurisdiction of any competent court in

2. the Commonwealth of Australia.  
Any summons, notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Australia Ltd Level 9  
1 O'Connell Street  
Sydney NSW 2000 Australia  
who has authority to accept service and to enter an appearance on Underwriters' behalf.
3. If a suit is instituted against one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such court or any appellate court.