



PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING VERSION NO. 2.0 ISSUED: 23 SEPTEMBER 2011

Please read this Product Disclosure Statement and Policy Wording carefully. It contains important information that will help you decide whether or not to buy this product.



Product Disclosure Statement and Important Information

IMPORTANT INFORMATION

Insurer

The policy is underwritten and issued by Chubb Insurance Company of Australia Limited ABN 69 003 710 647 AFSL 239778 ("Chubb" also referred to as **Us**, **We** or **Our**). Chubb is a member of the Chubb Group of Companies. The Chubb Corporation has been operating since 1882.

Please read the Product Disclosure Statement and the Policy Wording carefully and do not hesitate to contact Chubb should **you** wish to comment on any aspect of **our** service to **you**.

PRODUCT DISCLOSURE STATEMENT (PDS)

What is the Product Disclosure Statement?

The Product Disclosure Document (PDS) provides general information only, and should be read in conjunction with the attached policy document (policy) and any attachments to it. The PDS and policy contain important information which **you** should read carefully before deciding to take out any insurance cover.

Policy Terms and Conditions

The information contained in the PDS is general information only and does not form part of your contract with us. The policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us. The PDS, the policy and the policy schedule are important documents so please keep them in a safe place for future reference. Should you require any further information about this or any other product, please contact your authorised financial services provider. Any documents will be dated and include a statement identifying them as part of the PDS. We may need to update the information contained in our PDS from time to time (where allowed or required Where the information is not by law). something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue you with notice of this information in other forms or keep an internal record of such changes (vou are welcome to get a paper copy free of charge by contacting us). Any major changes, omissions, corrections or

updates that need to be made will be made in a Supplementary PDS and this will be provided to **you** with the PDS.

Updating Our PDS

We may need to update the information contained in **our** PDS from time to time (where allowed to or required by law). **We** will issue **You** with a new PDS or a Supplementary PDS when this happens.

Group Insurance Policies

If you are a corporation or any type of group, association or organisation obtaining this policy for the benefit of your members or employees, you must ensure that a copy of this PDS and the policy Wording is provided to each member or employee in your organisation. If new members or employees join your organisation you must ensure they are provided with this PDS and policy wording when they join.

Before taking out this Corporate Travel policy, **you** should read this document, and any other relevant documents **we** provide, carefully to find out what coverage this insurance will provide under the policy wording and in what circumstances insurance would be paid to **you**, subject to the eligibility criteria being met and where **your** claim is accepted by the Insurer. Any payments made would be made on a monthly basis.

If you choose to take out this insurance with us, you are required to be truthful when you apply and to comply with your duty of disclosure which is described below under Duty of Disclosure.

Certain eligibility criteria apply.

For example insured persons must, be:

- At least eighteen (18) years of age and not over eighty five (85) years of age at the Commencement Date;
 and
- An Australian Resident; and
- In Permanent Full-time Employment at the Commencement Date.

Significant Benefits of the Corporate Travel Insurance Policy

This document has been prepared to assist **you** in understanding Corporate Travel insurance provided by the policy and to help **you** make an informed choice about it. **You** must decide what cover **you** need, so please read this document, the policy Schedule, the Table of Events, Schedule of Benefits and Sums Insured, and any other documents that **we** tell **you** form part of **your** policy, carefully so that **you** are aware of the risks, limits of cover and other significant features of this insurance.



Product Disclosure Statement and Important Information

Some of the significant benefits of the Corporate Travel Insurance policy include:

- The policy is designed to have the flexibility to suit your needs with the ability to choose which Sections best meet your insurance requirements;
- Cover for events resulting from terrorist attacks:
- Cover is available for persons up to eighty five (85) years of age;
- Extension of the maximum journey period of 180 days by arrangement;
- Customer Care twenty four (24) hour Emergency Assistance hotline for use should a situation arise; where the insured person may require assistance under the policy;
- Customer Care Security Module which includes up-to-date country information, regular alerts and access to extraction services and Security Escorts:
- Worldwide claims settlement for serious claims:
- Medical Expenses are insured for up to twenty four (24) months after the journey;
- Blanket Insured Person coverage;
- Fractured Bones Benefits to a maximum of five thousand dollars (\$5000);
- No prior declaration of journeys required; and
- Flat annual premium.

Operation of Cover

The cover provided by this policy will only apply during the **period of insurance** stated in the Schedule, as limited by the Operation of Cover stated in the Schedule.

Subject to the following, if no Operation of Cover is stated, then the cover provided by this policy will apply continuously during the Period of insurance. If the cover provided by any Section operates only during or in connection with a journey, and no journey is specified in the Operation of Cover stated in the Schedule, then that Coverage Section will not provide any cover.

Important information about this document

The extent to which this insurance responds is based on the Benefit you have selected. In return for you paying us premium, we will insure you for the events described in and subject to the terms, conditions and

exclusions of **your** policy. Please keep this document, **your** policy schedule and any other documents that **we** tell **you** form part of **your** policy in a safe place in case **you** need to refer to them in the future.

Please check these documents to make sure all the information in them is correct. Please let **your** insurance broker or their authorised representative know immediately if any alterations are needed or if **you** change **your** address or payment details.

Certain types of cover under this insurance require **you** to provide documentary evidence to **us** where a claim is made. **You** should keep those documents in a safe place in case **we** need them to settle a claim.

Policy Deductibles and Excesses

If **you** make a claim under the policy **you** may be required to pay a deductible or excess.

For example, if **you** have cover provided under coverage Section 7 and **your** baggage is stolen and the amount of the claim equals one thousand dollars (\$1,000) should an Excess or Deductible apply, you will be asked to pay fifty dollars (\$50) towards your loss and **we** would pay **you** nine hundred and fifty dollars (\$950).

Premium

The **premium** payable generally may be increased by Endorsements extending the coverage of the policy, the greater number of Sections, benefits and levels of cover selected by **you** and travel to dangerous or high-risk destinations. The **premium** payable may also increase or decrease upon renewal.

You will be advised of these matters when you receive your quotation from your insurance broker.

Non-Payment of Premium

You must pay your premium or any additional premium we request from you on time otherwise your policy may not operate. Your policy will not operate if you do not pay your premium or your payment is dishonoured.

If a claim has been made on the policy there will be no refund given and **your** full annual **premium** is due immediately.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the policy conditions, if you do not comply with your Duty of Disclosure, or if you or the **insured person** makes a fraudulent claim.



Product Disclosure Statement and Important Information

Cancelling Your Policy Before it Expires

This policy may be cancelled by **you** at any time by giving notice in writing to **us**: Should **you** cancel **your** policy within ninety (90) days of the inception of cover **we** will charge **you** the greater of:

- seven hundred and fifty dollars (\$750) plus taxes or the amount stated in The Schedule if less than seven hundred and fifty dollars (\$750): or
- one and a half times the pro-rata premium plus taxes, whichever is the greater.

If the policy is cancelled after ninety (90) days of inception **we** will not refund any **premium** paid.

We may cancel this policy in the circumstances prescribed by Section 60 of the Insurance Contracts Act (Cth) 1984. Should we cancel your policy we will retain a pro-rata proportion of the premium for the time the policy has been in force.

Confirmation of Transactions

If **you** wish to confirm that **your** insurance is in place, **we** provide a telephone confirmation service.

To use this service, call **us** on (Melbourne) 03 9242 5111, (Perth) 08 6211 7777, (Sydney) 02 9273 0100 or (Brisbane) 07 3227 5777 and **we** will send You written confirmation.

If **you** do not wish to use **our** telephone confirmation service but require confirmation of cover, **you** can request this by writing directly to Chubb at the following addresses:

Level 14, 330 Collins Street, Melbourne, VIC, 3000

Level 29, 2 Park Street, Sydney, NSW, 2000

Level 1, 225 St Georges Terrace, Perth, WA, 6000

Level 24, 12 Creek Street, Brisbane, QLD, 4000

Important Information

Duty of Disclosure - What We need You to tell us

Before **you** enter into a general insurance contract, **you** have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that **you** know, or could reasonably be expected to know, is relevant to the insurer's decision whether to insure **you** and if so, upon what terms. **You** have the same duty before we extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- · Reduces the risk to the insurer;
- Is of common knowledge;
- The insurer knows, or in the ordinary course of its business, ought to know; or
- Where compliance with this duty is waived by the insurer.

If **you** fail to comply with this duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If **your** non-disclosure is fraudulent, the insurer may be entitled to cancel the contract from its beginning.

Privacy

Your Privacy

In the course of providing insurance and processing insurance claims, Chubb needs to collect personal information about persons Chubb insures and persons associated with **insured persons**. If **you** do not give Chubb this information, Chubb may not be able to provide insurance or process a claim. In accordance with the Privacy Act 1988, Chubb's Privacy Policy statement contains the information required to be given to persons about whom Chubb collects personal information.

Our Privacy Policy

Our Privacy Policy statement is readily available on **our** website at www.chubbinsurance.com.au.

Your access to Your personal information

You can request access to personal information which Chubb holds about **you**. Your rights to access and Chubb's rights to refuse access are set out in the Privacy Act 1988.

Chubb's use of personal information

Chubb may at any time use personal information it collects about **you** for any of the following purposes:

- To provide a quotation or assess a proposal for insurance;
- To provide, amend or renew an insurance policy;
- To respond to a claim.



Product Disclosure Statement and Important Information

Chubb's disclosure of personal information

Chubb may at any time disclose personal information Chubb collects about **you** to the following types of organisations (some of which may be outside Australia):

- · Reinsurers;
- External valuers and appraisers;
- · Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- Other organisations that provide services to Chubb in relation to the provision of insurance.

Further information on Our Privacy Policy can be viewed on Our website at: www.chubbinsurance.com.au.

Financial Claims Scheme

Your policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria. More information may be obtained from APRA – www.apra.gov.au or 1300 13 10 60.

The General Insurance Code of Practice

Chubb Insurance Company of Australia Ltd has adopted the General Insurance Code of Practice. The code aims to:

- Promote more informed relations between insurers and their customers;
- 2. Improve consumer confidence in the general insurance industry;
- Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- Commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website, www.codeofpractice.com.au or follow the links from the Insurance Council of Australia's website at www.ica.com.au.

How to Make a Claim

Please contact Chubb directly at **your** closest office if **you** wish to make a claim or if **you** would prefer, **your** Financial Services
Provider can make a claim on **your** behalf.

We can only accept responsibility for repairs or payment to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'How to Make A Claim' section of your policy.

Cooling Off Period

You have twenty one (21) days to consider the information contained in your policy. This is your cooling off period. If you would like, and provided you have not made a claim under your policy, you have the right to cancel your insurance. We will refund in full any premium you have paid

To exercise this right **you** must notify Chubb in writing or electronically within twenty one (21) days from the date **your** policy takes effect.

Dispute Resolution

The following standards apply to all complaints handling.

- We will conduct complaints handling in a fair, transparent and timely manner.
- We will make available information about our complaints handling procedures.
- 3) **We** will only ask for and take into account relevant information when deciding on **your** complaint.
- 4) You will have access to information about you that we have relied on in assessing your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, we may decline to release information but we will not do so unreasonably. In these circumstances, we will give you reasons. We will provide our reasons in writing upon request.
- Where an error or mistake in handling your complaint is identified, we will immediately initiate action to correct it.
- 6) We will respond to complaints within fifteen (15) business days provided we have all necessary information and have completed any investigation required.
- 7) In cases where further information, assessment or investigation is required we will agree reasonable alternative time frames. If we cannot agree, we will treat your complaint as a dispute and we will provide information on how you can have your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
- We will keep you informed of the progress of our response to the complaint.
- When we notify you of our response, we will provide information on how our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.



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- 10) If you tell us you want our response reviewed, we will:
 - a) Treat it as a dispute;
 - Notify you of the name and contact details of the employee assigned to liaise with you in relation to the dispute; and
 - c) Respond to the dispute within fifteen (15) business days provided **we** receive all necessary information and have completed any investigation required.
- 11) In cases where further information, assessment or investigation is required we will agree reasonable alternative time frames. If we cannot reach agreement you can report your concerns to the Financial Ombudsman Service (FOS).
- 12) **We** will keep **you** informed of the progress of **our** review of **your** dispute at least every ten (10) business days.
- 13) We will respond to your dispute in writing giving:
 - a) Reasons for our decision;
 - b) Information about how to access available external dispute resolution schemes; and
 - c) Notify **you** of the time frame within which **you** must register **your** dispute with the external dispute resolution scheme.
- 14) If we are not able to resolve your complaint to your satisfaction within forty five (45) days (including both the complaint and internal dispute resolution process referred in this section of the Code), we will inform you of the reasons for the delay and that you may take the complaint or dispute to Our External Dispute resolution scheme even if we are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform you that you have this right and details of our External Dispute Resolution scheme before the end of the forty five (45) day period.
- 15) Chubb subscribes to the independent external dispute resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS.

- 16) External dispute resolution determinations made by FOS are binding upon us in accordance with the Terms of Reference.
- 17) Where the FOS Terms of Reference do not extend to **you** or **your** dispute, **we** will advise **you** to seek independent legal advice or give **you** information about other external dispute resolution options (if any) that may be available to **you**.

You can contact the FOS in the following ways: By Phone: 1300 78 08 08 By Mail: Financial Ombudsman Service GPO Box 3, Melbourne, VIC 3001 Information on the FOS may be obtained from its website at www.fos.org.au

Additional Information

Who can you talk to?

- Our contact details are listed below, should you want to contact us.
- 2. Your complaint can be submitted to Chubb's dedicated e-mail address at Aus.complaints@chubb.com.
- If your complaint is not satisfactorily resolved, you may request that the matter be reviewed by management by writing to:

The Compliance Manager Chubb Insurance Company of Australia Ltd Level 29, 2 Park Street, Sydney NSW 2000

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code').

Visit <u>www.codeofpractice.com.au</u> for more information about the Code.

The policy is issued by Chubb Insurance Company of Australia Ltd ABN 69 003 710 647 AFSL 239778 of Level 29, 2 Park Street, Sydney NSW 2000.

Our web site can be visited at www.chubbinsurance.com.au or you can call us on Ph (02) 9273 0100 | Fax (02) 9273 0101

This PDS is dated: 23 September 2011



Product Disclosure Statement & Policy Wording

CHUBB RESPONSE 24/7

Chubb, in partnership with emergency assistance experts Customer Care Pty Limited ABN 80 079 071 579 'Customer Care' offers **you Chubb RESPONSE 24/7**, a service available exclusively and free of charge to **you** and the **insured person** of Chubb PeopleSure Corporate Travel insurance. **You** and the **insured person** are provided access to a dedicated website where they can obtain useful travel information before, during and after travel. **You** and the **insured person** have access to a comprehensive range of emergency medical and travel assistance services including access to online security travel intelligence and country guides providing information on over 185 countries. Information and security reports will be sent directly to **your** email or telephone via an SMS.

Travel Security Website

The travel security website offers up-to-the-minute security information on over 185 countries and more than 135 cities. Access to online, real time, security related information to assist travellers and their employers prepare for potentially risky situations based on their travel destination(s) including information on security risks, kidnap for ransom, political conditions, travel logistics and cultural pointers.

Employees are provided with access to a website that is an all inclusive intelligence database containing a vast array of real-time information for countries and major cities around the world including:

- ✓ Digital maps with colour coded areas of risk
- ✓ Detailed and continuous coverage of breaking events
- ✓ Threat level ratings
- ✓ Country and city profiles
- ✓ Essential travel and cultural data
- Business information and demographics
- ✓ Local law enforcement capabilities
- Transportation concerns and safety
- √ Calendar of significant dates
- ✓ Local restrictions
- ✓ Aviation issues
- ✓ Medical and health information



Daily News - Email Reports

Subscribe to receive email reports every weekday, covering political stability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Employers are able to nominate employees to receive reports.





Product Disclosure Statement & Policy Wording

CHUBB RESPONSE 24/7

Immediate SMS and Email Security Alerts

Free and immediate alerts sent to you via email and SMS

providing updates for potentially life threatening events such as terrorism, civil or political unrest and other relevant security threats happening in or near your location.



How do I access Chubb RESPONSE 24/7?

To access **Chubb RESPONSE 24/7** simply go to the following website, register by entering your details as per these instructions.

www.customercare.com.au/chubb

Passwords are the first 4 digits of the policyholders policy number followed by Chubb.

<u>Example 1</u> - Policy number is 93103456 Password to access the site is then **9310chubb**

<u>Example 2</u> - Policy number is 93118567 Password to access the site is then **9311chubb**

Example 3 - Policy number is 93120067
Password to access the site is then **9312chubb**



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Policy Terms and Conditions

Terms and conditions

This policy consists of the proposal (if any) completed and signed by the **policyholder**, the Index, the Schedule, the Schedule of Sums Insured, the policy terms and conditions and any amendments or endorsements attached.

Our agreement with you

This policy is a legal contract between **you** and **us**. **You** pay **us** the premium, and **we** provide **you** with the cover **you** have chosen as set out in the policy, occurring during the period of insurance shown on **your** policy schedule or any renewal period. The amount of any **excess** or **deductible** that applies to **your** policy will be shown on **your** policy schedule.

The meaning of certain words

Throughout this policy certain words and phrases that appear in **bold** print have special meanings. These special meanings are included in the General Definitions below and in the various sections throughout this policy.

General Definitions

The general definitions apply to every section of the policy wording unless a particular definition applies.

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means any injury to the body of an **insured person** caused by an **accident** which occurs during the **period of insurance** but does not include:

- a. Injury directly or indirectly resulting from sickness, disease, or pregnancy including any complications, related conditions or treatments thereof, or occurring during or as a direct or indirect result of any surgery except when such surgery was necessary to treat or restore function after an accidental injury covered by this policy.
- b. **Sickness** directly resulting from medical or surgical treatment rendered necessary by the physical **injury**.

Accident or Accidental

means a sudden, unforeseen and unexpected event, happening by chance.

Armed Attack

means an attack which may give rise to death or **injury** of an **insured person** as a result of **terrorism** or **sabotage** and/or any **malicious act** or the expectation of a threat of such an attack against an **insured person** in the opinion of **our assistance provider**.

Assistance provider

means Customer Care Pty Limited ABN 80 079 071 579 or such other organisation as ${\bf we}$ may designate from time to time.

Bomb Find / Bomb Explosion

means the detection or explosion of a bomb or an explosive device or a threat of imminent **terrorism** or **sabotage** and/or a **malicious act** which may cause death or **injury** to an **insured person**.

Carer services

means childcare, baby sitting, nursing care and/or pet care.

Chubb

means ${\bf us}$ or Chubb Insurance Company of Australia Limited A.B.N 69 003 710 647.



Product Disclosure Statement & Policy Wording

Chubb RESPONSE 24/7

means the provision to **you** and or the **insured person** of **Emergency Crisis Management Advice and Temporary Security Measures** up to \$250,000 per **insured event** and subject to an annual aggregate limit of \$250,000. These services include the use of security materials, equipment and manpower, the payment of reasonable costs of accommodation and arrangement of transportation to the nearest place of safety or to **your country of residence**.

Civil Commotion

means a substantial disturbance of the public peace or the threat of such as a result of **riot**, **rebellion**, **insurrection**, **Coup d'Etat**, murder or assault and/or **terrorism** by three (3) or more persons assembled together and acting with common intent.

Civil War

means 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. Included in the definition is armed rebellion, revolution, sedition, **insurrection**, civil unrest, **Coup d' Etat**, the consequences of martial law.

Close Business Associate

means either:

- (a) a fellow employee of the **insured person** whose duties and responsibilities directly affect the **insured person's** work; or
- (b) a business associate who is not a fellow employee where the business relationship with the **insured person** necessitates the immediate return of the **insured person** but does not include any **travelling companion**.

Common Carrier

means an aircraft, vehicle, train, vessel or other public transportation that is licensed to carry fare paying passengers.

Coup d'Etat

means the overthrow of an existing government by a group of its citizens or subjects.

Country of Residence

means the:

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

Dependant Child / Children

means the **insured person's** unmarried children who are under nineteen (19) years of age and living with the **insured person**, or under twenty-five (25) years of age and are full-time students at an accredited institution of higher learning and primarily dependant upon the **insured person** for maintenance and support. This includes step and legally adopted children.

Deductible or Excess

means a sum of money you or the **insured person** may be required to contribute to the amount of any claim under this policy. Any amount payable is shown in Schedule of Sums Insured and this policy.

Detention

means the holding of an **insured person** under duress for a period in excess of twelve (12) hours for whatever reason and whether held by the authorities legally constituted in the place of custody or by others.

Emergency Crisis Management Advice and Temporary Security Measures

means the provision of assistance to you or the insured person with security advice and services, in order to reduce the risk of accidental death, injury, sickness or disease to the insured person and thereby help the insured person manage malicious attacks, insurrection, riot, terrorist incident, war, military, assault, civil war, natural disaster, explosion of war weapons, political security incident, civil commotion, rebellion, bomb explosion or sabotage.



Product Disclosure Statement & Policy Wording

Injury

means a bodily injury that is caused solely and directly by external and visible means as a result of an **accident** and which does not result from a **sickness or a disease**.

Insolvency

means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or an administrator, entry into a scheme of arrangement, statutory protection, presentation of a petition for the compulsory winding up of, stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

Insured Event or Event

means an incident or the imminent threat thereof which in the opinion of **us** is covered by this policy.

Insured Person(s)

whether in the singular or the plural, masculine or feminine means the person(s) who come within the description of **insured persons** stated in the Schedule, who are nominated by **you** from time to time and for whom **premium** has been paid.

Insurrection

means a violent rising of citizens or subjects in resistance to their government.

Interstate

means travel to a State in which the insured person is not permanently residing in.

Journey

means any journey which:

- a. commences during the **period of insurance**;
- b. is undertaken on **your** behalf for a business purpose;
- c. is authorised by you;
- d. begins and ends in the insured person's country of residence; and
- e. does not exceed one hundred and eighty (180) days.

A **journey** includes associated holiday travel for all **insured persons**. It also includes overseas leisure travel and all **interstate** leisure travel involving an aerial flight or overnight stay, for **your** Directors, Chief Financial Officer, Chief Executive Officer, Chief Operating Officer, Company Secretary and their accompanying **spouse** and **dependant children** if they are **insured persons**.

A **journey** commences at the time the **insured person** leaves the **insured person**'s normal place of residence or work, whichever is the place of departure for the **journey**, and ends at the time the **insured person** returns to the **insured person**'s normal place of residence or work, whichever occurs first.

A **journey** does not include any normal commutation travel between the **insured person**'s normal place of residence and normal place of work.

Kidnap

means the wrongful abduction and detention of an **insured person** against their will or by deception by a person or group for the purpose of obtaining a **kidnap** or extortion Payment as a condition of the release of that **insured person**.

Out of Pocket Expenses

means expenses not covered by the **common carrier** or any other third party.

Malicious Act

means an act with the express or implied intention to cause death, injury and/or sickness or disease to an insured person caused by anyone whether or not committed during a disturbance of the public peace and includes loss caused by sabotage and acts committed by any or all persons who are member(s) of an organisation whose aim is or includes the overthrow of any legal or de facto government by terrorism or violence.

Natural Disaster

means any naturally occurring incident or threat thereof including but not limited to earthquake, flood, fire or epidemic, pandemic, famine, volcanic eruption or windstorm.



Product Disclosure Statement & Policy Wording

Period of insurance

means the period stated in the Schedule, as limited by the Operation of Cover stated in the Schedule. If any **insured person** commences a **journey** during the **period of insurance** which is covered under the policy, then in respect of the **insured person** only, the **period of insurance** is extended until the **journey** ends provided that this extension does not apply in the case of coverage in respect of **war** or **civil war**.

Political Security Incident

means any imminent or actual political incident resulting in instability within a country which in the opinion of **us** or the **assistance provider** necessitates that the **insured person** should leave that country. Such incidents shall include but shall not be limited to **war**, **civil war**, **riot**, **rebellion**, **insurrection**, **Coup d'Etat**, **civil commotion** or **terrorism**.

Premium

means the total **premium** paid for the insurance. It includes stamp duty and GST if applicable.

Physician

means a person who is recognised by the laws of the jurisdiction in which medical treatment is received as medically qualified to treat the **sickness** or **disease** or **accidental bodily injury**, and who is not a **relative** of the **insured person**.

Policyholder

means You as the organisation stated in the Schedule.

Rebellion

means a deliberate, organised and open resistance by force and arms to the laws or operations of a government committed by its citizens or subjects including acts committed in the furtherance of a revolution.

Relative

means the **insured person**'s **spouse**, parent, parent-in-law, grandparent, step-parent, 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 of the **insured person**, provided such person(s) reside(s) in the **insured person**'s **country of residence**.

Riot

means a violent disturbance by three (3) or more persons assembled together and acting with common intent to cause disturbance to the public peace.

Sabotage

means any act of deliberate subversion that causes damage to or destruction of real or personal property incidental to or arising out of an **Insured Event**.

Sickness or Disease

means illness or disease which occurs during the Operation of Cover stated in the Schedule, which is the direct and independent cause of loss for which a claim is made under this policy, and which requires the attendance of a **physician.**

Spouse

means the **insured person's** husband or wife living with the **insured person** or any person of either sex living in a de facto relationship with the **insured person** in their **country of residence**.

Terrorism, Terrorists

means any act, including the use of force or violence or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

Travelling Companion

means any person who has made arrangements to accompany the **insured person** on the **journey**.

War

means armed opposition, whether declared or not, between two countries but does not include **civil war**.

We, Our, Us

means Chubb Insurance Company of Australia Limited.

You, Yours

means the policyholder shown in the Schedule.



Product Disclosure Statement & Policy Wording

What You are Not Covered For – General Exclusions

General Exclusions applicable to all Sections

Neither **we** or **our assistance provider** will be liable for any claim or loss under this policy caused by or arising out of:

- 1. An **insured person** travelling in any unlicensed aircraft or flying or engaging in any other aerial activity as part of the aircraft's crew;
- 2. An **insured person** participating in or training for any professional sport;
- 3. Suicide, attempted suicide or any deliberately self-inflicted **injury**;
- 4. Radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
- 5. Any sexually transmitted disease;
- 6. Any criminal act or intentional illegal act committed by you or the insured person;
- 7. The provision or failure to provide any **Chubb RESPONSE 24/7** services.

War or Civil War

Our aggregate limit of liability under all sections in respect of all claims or related claims arising out of war or civil war will be the amount stated in the policy schedule EXCEPT IN RESPECT of all claims and related claims arising out of war or civil war occurring in any and all of the following countries: Iraq, Afghanistan, Somalia, Chechnya, where our limit of liability will be:

- a. in respect of any one event the sum stated in the Schedule of Sums Insured or one hundred thousand dollars (\$100,000) whichever is the lesser; and
- b. five hundred thousand dollars (\$500,000) in the aggregate during the **period of insurance**.

Our liability ceases at the end of the **period of insurance** stated in the Schedule, regardless of whether a **journey** has been completed or not.

Age Limits

The policy does not cover any **insured person** unless at the date of the claim they are under eighty-five (85) years of age or:

- In respect of Section 1 Personal injury Event 20 Temporary Total Disablement and Event 21 Temporary Partial Disablement is under seventy-five (75) years of age.
- b. in respect of Section 1 Personal **injury Event** 2 Permanent Total Disablement is under sixty-five (65) years of age.

Sanctions

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance.



Product Disclosure Statement & Policy Wording

What You are covered for

Section 1 - Personal Injury

1.1 Description of Cover

If, while on a **journey** during the **period of insurance**, an **insured person** suffers **accidental bodily injury** which results within twelve (12) months in any Event described in the Schedule of Benefits, **we** will pay **you** or the **insured person** the Benefit Amount stated in the Schedule of Benefits.

1.2 Exposure and Disappearance

- (a) We will also pay you the Benefit stated in the Schedule of Benefits if as the result of such an accidental bodily injury to the insured person is exposed to the elements and as the result of that exposure within twelve (12) months suffers an event set out in the Schedule of Benefits.
- (b) If the body of an **insured person** is not found within twelve (12) months after an **accident** involving the **common carrier** in which they were travelling, death will be presumed in the absence of any evidence to the contrary. The Death Benefit Amount set out in the Schedule of Events will become payable, subject to a signed undertaking by the Beneficiary that if the **insured person** is subsequently found alive, such Death Benefit Amount will be refunded to **us**.

1.3 Definitions Applicable to Section 1

Ankle means the calcaneus (Heel), talus, navicular, distal tibia and distal fibula.

Cheekbone means the zygomatic bone.

Coccyx means the four (4) fused vertebrae at the bottom of the spine.

Employment Training

Expense

means the actual invoiced costs incurred by a **spouse** for tuition, fees, room and board charged by an **Institution of Higher Learning**. Employment Training Expense also means costs for required books or course supplies. These costs must be incurred by the **spouse** to attend an **Institution of Higher Learning** for the purpose of obtaining

or refreshing skills needed for employment.

Fracture means a complete break across a bone and must be diagnosed by a registered

medical practitioner and supported by X-ray, but excludes greenstick, pathological,

avulsion, hairline and stress fractures.

Finger means the distal, middle and proximal phalanges.

Foot means the metatarsal, cuneiform and cuboid bones.

Hand means the metacarpal and carpal bones.

Income means the average weekly gross income net of business expenses, earned by an

insured person through personal exertion during the twelve (12) months immediately preceding the **accidental bodily injury** or **sickness**, but does not include bonuses, commission, overtime payments and any allowances. Where an **insured person** has elected to salary sacrifice their Income, weekly gross Income will be deemed to mean

the total cost of employment inclusive of such items salary sacrificed.



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Institution of Higher

Learning

means any accredited public or private college, university, tertiary institution,

professional trade or vocational school beyond Year 12 (VCE).

Knee Cap means the patella.

Limb whether in the singular or plural, means an arm at or above the wrist or a leg at or

above the ankle.

means the Radius and Ulna but excludes the olecranon. Lower Arm

means the Mandible and comprises of the body (corpus mandibulae) and the Ramus Lower Jaw

(ramus mandibulæ).

means the Tibia and Fibula. Lower Leg

Paraplegia means total paralysis of both legs and part or whole of the lower half of the body.

Permanent as used with respect to disablement, means disablement lasting at least twelve (12)

consecutive months, and at the end of that time being beyond hope of improvement.

Pelvis means the sacrum, ilium, pubis and ischium bones but excludes coccyx.

Quadriplegia means total paralysis of both legs and both arms.

Rib is defined as one bone as a whole site for the purpose of this policy

Skull means the Cranial bones and comprises the Parietal, Temporal, Frontal, Occipital,

Sphenoid and Ethmoid Bones.

Spinal Column is defined as one bone site for the purpose of this policy.

Shoulder Blade means the Scapula.

Sternum means the manubrium, the gladiolus, and the xiphoid process.

Temporary

Partial Disablement means the inability of the insured person to engage in a substantial part of their usual

occupation or employment.

Temporary Total

Disablement

means the inability of an insured person to engage in their usual occupation or

employment.

Total Disablement means disablement which entirely prevents the insured person from engaging in their

usual occupation or employment, or any other occupation or employment for which they are suited by reason of education, training, experience or skill, or if not employed,

from engaging in any and every occupation for the remainder of their life.

means the Distal, Middle and Proximal Phalanges of the big toe only. Toe

Upper Arm means Humerus Bone.

means the Maxillae. **Upper Jaw**

Wrist means the carpal bones comprising the Trapezoid, Hamate, Triquetral, Capitate,

Trapezium, Pisiform, Lunate and Scaphoid bones.



Product Disclosure Statement & Policy Wording

Schedule of Benefits – relevant to Personal Injury

Accidental bodily injury resulting in any of the following covered Events:		The Benefit Amount (each Insured Person) is a percentage of the Personal Injury Sum Insured stated in the Schedule of Sums Insured.	
1.	Death	100%	
2.	Permanent Total Disablement	100%	
3.	Permanent Paraplegia or Quadriplegia	100%	
4.	Permanent and incurable paralysis of all limbs	100%	
5.	Permanent Total loss of sight of one or both eyes	100%	
6.	Permanent Total loss of use of one or more limbs	100%	
7.	Permanent and Incurable Insanity	100%	
8.	Permanent Total loss of the lens of:	10070	
0.	(a) both eyes	100%	
	(b) one eye	60%	
9.	Permanent Total loss of hearing of:		
٠.	(a) both ears	80%	
	(b) one ear	30%	
10.	(a) Third degree burns and/or resultant	****	
	disfigurement which covers more than 20% of the entire external body.	50%	
	(b) Second degree burns and/or resultant		
	disfigurement which covers more than 20% of the	25%	
	entire external body		
11.	Permanent Total loss of use of four fingers and		
thumb o	of either hand.	80%	
12.	Permanent Total loss of use of four fingers of	50%	
either ha			
13.	Permanent Total loss of use of the thumb of either		
hand:		40%	
	(a) both joints	20%	
	(b) one joint		
14.	Permanent Total loss of use of fingers of either		
hand		15%	
	(a) three joints	10%	
	(b) two joints	5%	
	(c) one joint		
15.	Permanent Total loss of use of toes of either foot	4-0/	
	(a) all – one foot	15%	
	(b) great – both joints	5%	
	(c) great – one joint	3%	
10	(d) other than great – each toe	1%	
16. union	Fractured leg or kneecap with established non-	10%	
17.	Loss of at least 50% of all sound and natural	1% (to a maximum of \$10,000 in total for all teeth)	
teeth, in	cluding capped or crowned teeth, but excluding first		
teeth an	nd dentures		
18.	Shortening of leg by at least 5cm	7.5%	
19.	Permanent Partial Disablement not otherwise	Such percentage of the Personal Injury Sum Insured as we at our	
provided	d for under Events 8 to 18	absolute discretion determine being not inconsistent with the Benefit Amount provided under Events 8 to 18. The maximum amount payable under Event 19 (Permanent Partial Disablement) is \$50,000.	
20.	Temporary Total Disablement	The Weekly Benefit Amount stated in the Schedule of Sums Insured or the insured person's pre disablement Income, whichever is the lesser.	
21.	Temporary Partial Disablement	(a) If the insured person returns to work in a reduce capacity, The Benefit Amount Payable will be the difference between the Compensation payable for Ever 20 per week and the weekly income earned from personal exertion per week; or (b) If the insured person does not return to work, the Benefit Amount Payable will be 25% of the Compensation payable for Event 20 per week.	
22.	Fractures to one or several of these bone sites	Benefit Amount	
 -	i radiales to one of several of these bolle sites	DONOIR AMOUNT	
(a)	Spinal Column (thoracic; cervical and lumbar vertebrae but excluding coccyx)	\$5,000	



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(b)	Pelvis (excluding femur or coccyx)	\$2,500	
(c)	Skull, shoulder blade; Collar bone ; Femur	\$1,000	
(d)	Upper arm; Lower Arm; Knee Cap;	\$750	
(e)	Lower Leg; Ankle; Sternum; Lower jaw; Upper Jaw; Hand (excluding fingers); Foot (excluding toes) wrist, cheek, ankle, hand, foot; cheekbone;	\$500	
(f)	Ribs (per rib); Coccyx; nasal bone	\$200	
(g)	Thumb, Finger, Toe (per Thumb, Finger, Toe)	\$150	
Maxim	num pavable per accident under Event 22	\$5.000	

1.4 Escalation of Claim Benefit

Subject to renewal of this policy and payment of the premium, after payment of the Benefit Amount under **Event** 20 and/or **Event** 21 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a Benefit Amount is paid, the Benefit Amount will be increased by five (5) percent per annum compound.

1.5 Recurrence of Temporary Total Disablement or Temporary Partial Disablement

If, as a result of accidental bodily injury the Benefit Amount is payable under Event 20 or 21 of this policy, and if while this policy is in force an insured person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of Temporary Total or Temporary Partial Disablement will be deemed a continuation of the prior period of disablement unless between such periods of disablement the insured person has performed occupational duties on a full time basis for at least six (6) continuous months, in which event such Temporary Total or Temporary Partial Disablement will be deemed the result of a new accidental bodily injury and be subject to a new deductible and Aggregate Benefit Period.

1.6 Rehabilitation Expenses

After payment of the Benefit Amount under **Event** 20 and/or **Event** 21, **we** will pay for expenses incurred for tuition or advice from a licensed vocational school obtained by the **insured person**, provided such tuition or advice is undertaken with **our** prior written agreement and the agreement of the **insured person**'s attending **physician**.

The Benefit Amount payable will be limited to the actual costs incurred not exceeding five hundred dollars (\$500) per month and will be payable for a maximum of twenty-six (26) weeks.

1.7 Domestic Help Expenses for Accompanying Spouse

Should the accompanying **spouse** be a non-income earner prior to sustaining **accidental bodily injury**, compensation will be payable under **Event** 20 and/or **Event** 21 up to eighty-five (85%) percent of the actual cost of domestic help, including childcare and outdoor household activities, certified as necessary by a **physician** subject to a maximum amount of five hundred dollars (\$500) per week but not exceeding twenty-six (26) weeks for any **Event**. The domestic help may not be performed by a person who is a **relative** of the **insured person**.

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1.8 Spouse Employment Training Expense

We will reimburse spouse Employment Training Expense up to the Benefit Amount if an insured person, whilst on a journey during the period of insurance, suffers accidental bodily injury resulting within twelve (12) months in death. The Benefit Amount for spouse Employment Training Expense is payable in addition to any other applicable Benefit Amount payable under this policy.

This benefit applies only if the surviving **spouse** incurs **Employment Training Expense** within twenty-four (24) months following the date of the **insured person**'s death and the Benefit Amount payable will be limited to the actual costs incurred not exceeding ten thousand dollars (\$10,000).

1.9 Corporate Image Cover

If an **insured person** suffers **accidental** death or **Permanent Total Disablement**, **we** will reimburse the **policyholder's** expenses incurred for the engagement of image/public relations consultants, for the purpose of protecting the **policyholders**' corporate image. The Benefit Amount will be limited up to a maximum of ten thousand (\$10,000) per claim.

1.10 Education Fund Benefit

If an **insured person** suffers **accidental** death, **we** will pay an additional five thousand (\$5,000) to the Insured estate, for each surviving **dependant child** per claim.

1.11 Financial Planning Assistance

If an **insured person** suffers **accidental** death, **we** will reimburse up to five thousand (\$5,000) to the Insured's **spouse** or estate for professional financial planning advice provided by a qualified financial planner. There is no limit to the number of financial planning services engaged.

1.12 Executor Emergency Cash Advance

On an **insured person's accidental** death and upon the executor of the estate's request, **we** will advance five thousand dollars (\$5,000) to the executor to the Insured's e state whilst the administration of the Insured's estate is being arranged.

1.13 Trauma Counselling Benefit

If an **insured person** suffers an **Event** in the Schedule of Benefits relevant to Personal Injury, or is a victim of or witnesses a criminal assault, or act of mass destruction or catastrophe, **we** will pay one thousand dollars (\$1,000) to the **insured person** in addition to any other benefit amount paid under the policy. **We** will only pay the trauma counseling benefit once.

1.14 Conditions Applicable to Section 1

- 1. A Benefit Amount will not be payable for more than one of the **Events** 1 to 19 in respect of the same **accidental bodily injury**.
- 2. Any Benefit Amount payable for **Events** 1 to 19 or 22 will be paid in addition to any Benefit Amount already paid for under **Events** 20 and 21 in respect of the same **accidental bodily injury**.
- 3. After the occurrence of any of the **Events** 2 to 8(a), all cover with respect to that **insured person** under this Section will cease.
- 4. A Weekly Benefit Amount will be payable for **Events** 20 and 21 as follows:
 - (a) where the insured person is at the date of claim under 65 years of age a maximum benefit period of one hundred and fifty six (156) weeks applies in respect of any one temporary total disablement or temporary partial disablement.
 - (b) where the insured person is at the date of claim over sixty-five (65) years of age and under seventy-five (75) years of age a maximum benefit period of fifty two (52) weeks in respect of any one **temporary total disablement** or **temporary partial disablement**.

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- 5. In respect to **Events** 20 and 21 no benefit amount will be payable regardless of the **insured person's** age, if the **insured person** fails to follow proper medical advice provided from a physician after the happening of an **temporary total disablement** or **temporary partial disablement**.
- 6. If as a result of an accidental bodily injury the insured person is entitled to receive disability income benefits under any Workers' Compensation Act or Transport Accident Act or any legislation having a similar effect, the Benefit Amount payable for Events 20 and 21 will be reduced by the amount necessary to limit the total of all such disability income benefits and Benefit Amount under this Section to the insured person's pre Event Income.
- 7. The Benefit Amount payable to **insured persons** under eighteen (18) years of age for **Event** 1 (Death) will be ten (10%) percent of the Personal Injury Sum Insured stated in the Schedule of Sums Insured or twenty thousand dollars (\$20,000), whichever is less, unless otherwise specified.

8. Aggregate Limits of Liability

- (a) Except as provided in (b), our total liability for all claims in respect of any one accident or series of accidents arising out of any one occurrence, will not exceed the amount stated in the Schedule.
- (b) Our total liability for all claims directly arising out of air travel in aircraft, whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, will not exceed the amount stated in the Schedule.
- 9. All Benefit Amounts are payable to **you** or to such person or persons as **you** nominate.

Section 2 – Medical Expenses

2.1 Description of Cover

- We will pay medical expenses for the treatment of any accidental bodily injury or sickness or disease which occurs while the insured person is on an overseas journey, during the Operation of Cover stated in the Schedule, and which is suffered by the insured person, up to the maximum Sum Insured stated in the Schedule of Sums Insured subject to the following:
 - 1.1 Compensation payable for medical expenses incurred within the country of residence will be limited to twenty five thousand dollars (\$25,000) following return from the overseas journey during which the accidental bodily injury or sickness or disease occurred, except if such country of residence is Australia where the maximum Sum Insured stated in the Schedule of Sums will apply.
 - 1.2 **We** will not pay **medical expenses** incurred in respect of the rendering in Australia of a professional service for which a Medicare benefit is payable.
- 2. If we have paid a claim under item 1., we will also pay a lump sum cash benefit to you or the insured person if the insured person has received any of the following surgical procedures performed by a physician overseas means during the relevant overseas journey.

Overseas Surgical Procedure	-	Benefit
Craniotomy	-	\$20,000
Open Heart Surgery	-	\$20,000
Amputation of Limb	-	\$20,000
Brain Surgery	-	\$20,000
Fracture of Limb requiring		
open reduction	-	\$5,000
Abdominal Surgery carried out		
under general anaesthetic	-	\$5,000

3. We will also pay on your behalf the cost of the provision to the insured person of advisory services from our assistance provider to assist in treatments or claims administration should an insured person require this assistance.



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While considerable effort is made to locate, assess, and reassess medical facilities and other services worldwide, the medical standards, sanitary conditions, reliability of telephone systems, and facilities for urgent medical evacuations differ from country to country.

Chubb or its **assistance provider** will not be responsible for any loss, medical complication, or death resulting from any factor reasonably beyond the control of **us** or of **our assistance provider**.

2.2 Definitions Applicable to Section 2

Health Services Providermeans an individual or organisation licensed or registered to provide medical treatment in the jurisdiction where such medical treatment is rendered.

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Medical Expenses

means costs incurred within twenty-four (24) months of the insured person sustaining an accidental bodily injury, sickness or disease, to a registered health services provider for medical treatment including surgery, hospitalisation, ambulance services, chiropractic, physiotherapy, and medical

supplies, or to a registered and legally qualified dentist for emergency dental treatment or to a **physician** or optician for emergency optical treatment.

2.3 Exclusions Applicable to Section 2

We will not be liable for:

- any Medical expenses incurred more than twenty-four (24) months after the date of accidental bodily injury, or in the case of sickness or disease, after the date on which the Medical expenses were first incurred;
- expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the journey, which the insured person has been advised by a physician to continue during the journey;
- any expenses we are prohibited by law from paying including any health related treatment costs, including dental; medical; surgical; hospital; ambulance; and nursing home expenses incurred in Australia or in another location where Australia's Private Health Insurance Act 2007 (or equivalent legislation) is deemed to apply;
- 4. expenses incurred when the **insured person** has travelled against the advice of a **physician** or when the **insured person** is unfit on medical advice to undertake a **journey**.

Section 3 – Emergency Medical Evacuation

3.1 Description of Cover

If, during a journey, the insured person sustains accidental bodily injury or sickness or disease, and if, in the opinion of the assistance provider or its authorised representative, it is judged medically necessary to undertake emergency medical evacuation of the insured person to another location for emergency medical treatment, or to arrange for repatriation of the insured person, the assistance provider will arrange for the emergency medical evacuation or repatriation utilising the means best suited to do so, based on the medical severity of the insured person's condition. We will pay directly to our assistance provider the covered expenses for such emergency medical evacuation, emergency medical treatment and/or repatriation, but only up to the maximum Sum Insured stated in the Schedule of Sums Insured.

3.2 Definitions Applicable to Section 3

Covered Expenses

means expenses for services provided and/or arranged by the **assistance provider** for the transportation, medical services and medical supplies necessarily incurred as a result of an **emergency medical evacuation/emergency medical treatment** or **repatriation** of an **insured person.**



Product Disclosure Statement & Policy Wording

Emergency Medical Evacuation means the emergency transportation of the insured person from the

location where the **insured person** suffers **accidental bodily injury** or **sickness** or **disease** to the nearest hospital where appropriate

emergency medical treatment can be obtained.

Emergency Medical Treatment means necessary medical treatment of any sudden, life threatening

accidental bodily injury or sickness or disease of the insured

person during a journey, where time is of the essence.

Repatriation means the Transfer of the insured person, from the local hospital

where **emergency medical treatment** is initially given to a country nominated by **you** or **your** representative or where no such nomination is made the **country of residence** or **insured person's** place of

residence to obtain further medical treatment or to recover.

Transfer means the reasonable costs for scheduled common carrier

transportation available and necessary for the insured person's

repatriation.

3.3 Conditions Applicable to Section 3

The means of emergency medical evacuation/emergency medical treatment or repatriation arranged by the assistance provider may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation or the final destination will be made by the assistance provider and will be based solely on medical necessity.

3.4 Exclusions Applicable to Section 3

We will not be liable for expenses incurred:

- 1. for services provided by another party which the **insured person** is not liable to pay, or any expenses already included in the cost of a scheduled **journey**;
- 2. for services not approved and arranged by the assistance provider, except that this Exclusion will not apply in the event that the insured person, close business associate or other travelling companion cannot notify the assistance provider during an emergency medical situation for reasons beyond their control. In any event, we reserve the right to reimburse the insured person only for those covered expenses incurred for services which the assistance provider would have provided under the same circumstances, up to the Sum Insured stated in the Schedule of Sums Insured.

Section 4 – Repatriation of Mortal Remains

4.1 Description of Cover

If, during a journey, the insured person sustains accidental bodily injury or sickness or disease resulting in death, the assistance provider will arrange for the insured person's repatriation. We will pay directly to the assistance provider the covered expenses for such repatriation.

In no event will **our** liability under this Section exceed the maximum Sum Insured stated in the Schedule of Sums Insured.

4.2 Definitions Applicable to Section 4

Covered Expenses

means expenses for services provided and/or arranged by the **assistance provider** for the **expatriation** of an **insured person**. **Covered expenses** will include, but not be limited to, expenses incurred by the **insured person**'s estate for services rendered by a mortician or undertaker, for the cost of a casket and for the embalming and/or the reasonable funeral and related costs if the **insured person** is buried or cremated at the place of death.



Product Disclosure Statement & Policy Wording

Repatriation means the necessary arrangements for the **transfer** of the **insured person's** mortal

remains and/or personal effects to the **insured person's** place of residence or the **insured person's country of residence** in the event of the **insured person's** death.

Transfer means the reasonable costs for scheduled common carrier transportation available

and necessary for repatriation.

4.3 Exclusions Applicable to Section 4

We will not be liable for expenses incurred for:

- 1. services provided by another party for which the **insured person** is not liable to pay, or any expenses already included in the cost of a scheduled **journey**;
- the transportation of the insured person's mortal remains not approved and arranged by the assistance provider.

Section 5 – Travel Cancellation / Curtailment /Additional Expenses

5.1 Description of Cover

Cover under this section is only provided for an event listed in this section. **We** will reimburse **you** or the **insured person** for:

- the reasonable extra travel and accommodation expenses, incurred upon the advice of a physician and with our written agreement, for one person to travel to, remain with or accompany an insured person back to their usual place of residence or normal place of business, as a result of the insured person suffering an accidental bodily injury or sickness or disease during a journey, which renders the insured person unfit to travel.
- 2. the expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred but less any refund on unused prepaid travel and accommodation arrangements, as a result of:
 - (a) The **insured person** having to return to their **county of residence** or place of departure within Australia during the **journey** due to the unexpected death, Serious **injury** or **sickness** of a **relative**, **close business associate** or **travelling companion**.
 - (b) The **insured person** suffering an **accidental bodily injury** or **sickness** or **disease** during a **journey**; or
 - (c) Any other unforeseen circumstances outside the control of **you** or the **insured person**.
- 3. **We** will reimburse **you** or the **insured person** if **you** direct **us**, the non-refundable unused portion of travel or accommodation arrangements paid for in advance by **you** or the **insured person** following cancellation, alteration or curtailment of a **journey** due to:
 - 1. Unexpected death, serious **injury** or **sickness** happening after the commencement of the **journey**, of a **relative**, **close business associate** or **travelling companion** or
 - 2. The insured person's death accidental bodily injury or sickness or disease; or
 - 3. Any other unforeseen circumstances outside the control of you or of the insured person.
- 4. We will reimburse the insured person for the frequent flyer or similar customer loyalty points lost following cancellation of the insured person's airline ticket where an airline ticket was purchased using frequent flyer or similar customer loyalty points. The amount payable will be calculated as follows:
 - (a) the cost of the equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less **your** or the **insured person's** financial contribution towards the airline ticket:



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Multiplied by

(b) the total value of points lost divided by the total value of points used to obtain the airline ticket.

For this Benefit to become payable the:

- 1) reason for cancellation must be an insured event under this Section of the policy; and
- 2) loss of such points cannot be recovered from any other source.
- 5. The maximum amount **we** will pay is:
 - (a) Two hundred dollars (\$200) for each completed twenty four (24) hour period up to a maximum of five thousand dollars (\$5,000), if an **insured person** is hospitalised overseas as an in-patient due to **accidental bodily injury** or **sickness** or **disease**.
 - (b) One thousand dollars (\$1,000) for each completed twenty four (24) hour period that an **insured person** is **detained** as a result of the public transport on which he or she is travelling being **hijacked** up to a maximum of twenty thousand dollars (\$20,000) for each **insured person**.
 - (c) Two hundred and fifty dollars (\$250) for each completed twenty four (24) hour period that an **insured person** is **detained** by any Government, State or other lawful authority for any reason up to a maximum of fifteen thousand dollars (\$15,000) for each **insured person**.
 - (d) The reasonable legal costs up to a maximum of fifty thousand dollars (\$50,000) for each **insured person** actually and necessarily incurred as a result of the false arrest or wrongful detention of the **insured person** during the **journey**, by any legally recognised foreign government.
- 6. The maximum amount **we** will reimburse for any direct or indirect Out-of-Pocket Expenses incurred up to two thousand and five hundred dollars (\$2,500) if the **insured person** is denied boarding due to an overbooked flight and no alternative transport is made available within eight (8) hours of the scheduled departure time.
- 7. The maximum amount **we** will reimburse an **insured person** is two thousand and five hundred dollars (\$2,500) for expenses incurred as a result of having to incur **carer services** as a consequence of any overbooked flight.

5.2 Definitions Applicable to Section 5

Detained means restraint by way of custody or confinement against the insured

person's will.

Hijacked means the unlawful seizure or wrongful exercise of control of a common

carrier and its crew, in which the **insured person** is travelling.

Serious Injury or Sickness is a condition other than pregnancy for which a person has not received

regular treatment or advice for treatment at the date of the commencement of a **journey**, and for which a **physician** certifies that the attendance of the **insured person** is necessary for the health of or treatment of that person or in the case of a **close business associate** requires the **insured person** to take

over that person's business role.

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5.3 Exclusions Applicable to Section 5

We will not pay for any expenses arising directly or indirectly out of:

- Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes
 or other industrial action, if there had been warning before the date the particular journey was booked that
 such events were likely to occur;
- 2. **Common carrier** caused delays where the cost of the expense is recoverable from the common carrier;
- Any business or financial or contractual obligations of you or of the insured person or of any other person;
- 4. Any change of plans or disinclination, on the part of the **insured person** or of any other person, to commence a **journey**;
- 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;
- 6. The **insured person** undertaking a **journey** against the advice of a **physician** or when the **insured person** is unfit to undertake a **journey**;
- 7. The **insolvency** or bankruptcy of a travel agent, tour operator, accommodation provider or supplier, airline or other carrier, or any other travel or tourism services provider or the **insolvency** of any person they deal with;
- 8. Any detention attributable to the **insured person** being finally convicted of breaking the law of any Country or State.

Section 6 - Personal Liability

6.1 Legal Expenses Cover

We will reimburse **you** or the **insured person** all damages, compensation and legal expenses, up to the specified Sum Insured stated in the Schedule of Sums Insured, for which **you** or the **insured person** become legally liable as a result of **your** or the **insured person**'s negligence during a **journey** causing:

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

6.2 Identity Theft Cover

We will reimburse identity theft expenses up to twenty thousand dollars (\$20,000) per claim, incurred as a direct result of identity theft during a journey

6.3 Conditions Applicable to Section 6

It is a condition of payment under this Section that:

You or the insured person is not to admit fault or liability to any other person without our prior written consent.

When **you** or the **insured person** becomes aware that an **identity theft** has occurred, **you** or the **insured person** must make a report to the police and obtain a police report police as soon as practicably possible.

6.4 Definitions Applicable to Section 6

Identity theft means the act of knowingly transferring or using, without lawful authority, **your** or the

insured person's means of identity which constitutes a violation of law or a crime

under any government's law or local law.

Identity theft occurrence means any act or series of acts of identity fraud by a person or group commencing in

the policy period.

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Identity theft expenses

means:

- costs for notarising affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- 2. costs of sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- 3. loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- 4. telephone expenses for calls for businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- 5. earnings lost by **you** or an **insured person** as a result of time off work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to two hundred and fifty dollars (\$250) a day, to a maximum of ten thousand dollars (\$10,000);
- 6. reasonable attorney expenses incurred with prior notice given to us for:
 - a. the defence of you or an insured person against any suit(s) by businesses or their collection agencies;
 - the removal of any criminal or civil judgements wrongly entered against you or an insured person; and
 - any challenge to the information in your or an insured person's consumer credit report.

However, **identity theft expenses** DO NOT include expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by **you** or an **insured person**, or by any authorised representative of **you** or an **insured person**, whether acting alone or in collusion with others.

6.5 Exclusions Applicable to Section 6.1

We will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- 1. Loss of or damage to property or bodily **injury**, arising out of **your** or the **insured person**'s ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft, except for the use of motorised golf carts and golf bikes for the purposes of playing golf;
- 2. Bodily **injury** to the **insured person** or to any **relative** ordinarily residing with him;
- Bodily injury to any of your or the insured person's employees arising out of or in the course of employment;
- Loss of or damage to property owned by or in the control of the insured person or any relative ordinarily residing with him;
- 5. Loss of or damage to property or bodily **injury**, arising out of **your** or the **insured person**'s business or trade, or out of professional advice given by **you** or by the **insured person**;
- 6. Any contract unless such liability would have arisen in the absence of that contract.

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6.5 Exclusions Applicable To Section 6.2

We will not pay for any loss caused by:

- 1. You or an insured person;
- 2. You or an insured person's relative;
- 3. You or an insured person's estranged spouse;
- 4. Any person who lives with **you** or the **insured person**, or who has ever lived with **you** or an **insured person** for six (6) months or more during the three (3) years immediately before the date of loss.

Section 7 - Luggage, Personal Effects, Travel Documents, Money and Credit Cards

7.1 Description of Cover

We will pay **you** or the **insured person** up to the Sum Insured stated in the Schedule of Sums Insured for the following losses sustained by the **insured person** during a **journey**:

- For accidental loss of or damage to the insured person's accompanying luggage, personal effects (other than personal money) and business property.
- 2. For emergency replacement of essential luggage up to three thousand dollars (\$3,000) if the **insured person**'s luggage is delayed, misdirected or temporarily misplaced by any common carrier for more than eight (8) hours. Claims must be supported by written confirmation from the common carrier responsible and receipts for the replacement items the **insured person** needed to purchase.
- 3. For the non-recoverable cost of replacing travel documents, credit cards and **insured person**'s cheques or travellers cheques.
- 4. For **your** or the **insured person**'s legal liability for payment arising out of unauthorised use of **your** or the **insured person**'s travel documents, or **personal money** following theft during a **journey** by any person not being the **insured person**'s **relative**, **close business associate** or **travelling companion**.
- 5. For **accidental** loss of **personal money** taken with the **insured person**, limited to twenty-five (25%) percent of the Sum Insured or five thousand dollars (\$5,000) whichever is less, unless otherwise specified in the Schedule of Sums Insured.
- 6. For **portable business equipment** up to five thousand dollars (\$5,000) any one item unless otherwise specified in the Schedule of Sums Insured.

Except as provided in items 5 and 6 in section 7.1 above, the maximum amount **we** will pay for any one item, set or pair of items is the amount specified in the Schedule of Sums Insured. If no amount is shown **we** will pay up to the limit specified for this Section.

7.2 Cover Commencement periods for Business Property; Portable Business Equipment and Personal Money on a Journey

In respect of business property or portable business equipment taken as part of the insured person's accompanied luggage whilst on a journey, cover will commence from the time of collection from the insured person's normal place of work or seventy-two (72) hours prior to the start of a journey, whichever is the later, and will continue until such business property or Portable Business Equipment is either returned to the insured person's normal place of work, or for a period of seventy-two (72) hours after termination of a journey whichever occurs first.

In respect of **personal money** taken by the **insured person** on a **journey** for the purpose of a **journey**, cover will commence at the time of collection from the bank or seventy-two (72) hours prior to the start of the **journey**, whichever is the later, and will continue until either deposited at the bank or for a period of seventy-two (72) hours after termination of the **journey**, whichever occurs first.

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7.3 Home Burglary Excess Benefit

In the event of a burglary of the **insured person's** place of residence during an insured **journey** and following a home burglary payout by the Insured's Home and Contents Insurer, **we** will pay a maximum of five hundred dollars (\$500) for any excesses or deductibles applied by the Insured's Home and Contents Insurance policy.

7.4 Replacement of Lost and Stolen Keys and Locks

If an **insured person's** keys or locks are lost or stolen during an insured **Journey**, **we** will reimburse up to a maximum amount of one thousand five hundred dollars (\$1,500) for the replacement.

7.5 Definitions Applicable to Section 7

Business Property means the **insured person**'s business plans, business papers, specifications,

manuscripts and stationery relating to the insured person's work, in respect

of their paper value only.

Personal Money means the insured person's personal cash, credit cards, bank cards, bank or

currency notes, cheques, travellers cheques, postal or money orders or other

negotiable instruments.

Portable Business Equipment means personal computers, portable electronic equipment and mobile phones

used by the insured person for work purposes.

7.6 Conditions Applicable to Section 7

- 1. It is a condition of payment under this Section that all loss or damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the loss and a written acknowledgment of the report obtained. Also, any loss of credit cards, **insured person**'s cheques, traveller's cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
- 2. The **insured person** will take all reasonable precautions for the safety and supervision of any insured luggage, personal effects, **business property**, travel documents and **personal money**.
- 3. **We** may choose to replace, repair, or pay for the loss in cash.

7.7 Exclusions Applicable to Section 7

We will not pay for:

- 1. Damage or loss arising from electrical or mechanical breakdown of any item;
- 2. Damage to or replacement of any electronic data or software;
- 3. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses;
- 4. Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration:
- 5. Luggage, personal effects, **Portable Business Equipment**, Business Property, travel documents, money shipped under any freight agreement, or items sent by postal or courier services;
- 6. Losses due to depreciation or devaluation of currency;
- 7. Loss or damage arising from confiscation or destruction by Customs or any other authorities;
- 8. Losses recoverable from any other source, e.g. airlines, tour operators, other insurance such as automatic credit card travel insurance;



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9. **Portable Business Equipment:**

- Where theft or attempted theft occurs while such Portable Business Equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle.
 - However this Exclusion 9(a) will not apply in circumstances where the insured person leaves such property temporarily unattended whilst on any common carrier and takes all reasonable precautions to safeguard the property and has no option other than to leave the property temporarily unattended, or
- (b) whilst carried in or on any common carrier unless they accompany an insured person as personal cabin luggage. However, this Exclusion 9(b) will not apply in circumstances where the insured person is prohibited from carrying the Portable Business Equipment as personal cabin luggage. Where the insured person is so prohibited, the Portable Business Equipment must be securely locked away within the insured persons checked in luggage.
- 10. Contractual obligations in relation to a mobile phone.

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

8.1 Description of Cover

- We will reimburse you for alternative employees expenses if during a journey you incur expenses as the direct result of the original insured person suffering unexpected death, accidental bodily injury or sickness or disease, or having to return to Australia or place of departure within Australia following the unexpected death of a relative in Australia during the journey.
- We will reimburse you for resumption of assignment expenses following an event covered under 2 Section 2, 3 or 5 of the policy.

The maximum amount we will pay is limited to the Sum Insured stated in the Schedule of Sums Insured.

8.2 Definitions Applicable to Section 8

Alternative Employee Expenses means all reasonable and necessary expenses incurred in sending a substitute person to complete the original insured person's business commitments and objectives.

Resumption of Assignment Expenses

means all reasonable and necessary expenses incurred in returning the original insured person to re-commence the assignment within ninety (90) days of the relevant repatriation to complete their original business commitments and objectives.

Expenses will be limited to:

- an economy class return air flight for interstate journey within Australia; or (a)
- a business class return air flight for international journey;

and other essential expenses incurred in the transportation of the substitute person or return of the insured person.



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8.3 Exclusions Applicable to Section 8

We will not pay for any expenses:

- Which you or the original insured person had paid or budgeted for before the commencement of the journey;
- 2. When the original **journey** is undertaken by the **insured person** against the advice of a **physician**, or when the **insured person** is unfit to undertake the **journey**.

Section 9 – Rental Vehicle Collision Damage and Theft Excess Cover

9.1 Description of Cover

We will reimburse you or the **insured person** for any excess or deductible payable under a comprehensive motor insurance policy which you or the **insured person** become legally liable to pay, arising during a **journey**, in respect of loss by theft collision or damage to a **rental vehicle** during the rental period, not exceeding the Sum Insured stated in the Schedule of Sums Insured.

9.2 Definitions Applicable to Section 9

Rental Vehicle means an automobile (other than a truck, motorcycle, moped or trailer), rented or

hired from a licensed motor vehicle rental company.

Off-Road means the use of the rental vehicle other than on a carriageway (whether sealed or

unsealed) which is maintained by a local Council, Shire, Government body,

company or private individual.

9.3 Conditions Applicable to Section 9

- The rental vehicle must be rented or hired from a licensed motor vehicle rental company.
- 2. The **insured person** must comply with all requirements of the motor vehicle rental company under the hiring agreement and of the insurer under such insurance.

9.4 Exclusions Applicable to Section 9

We will not pay for loss or damage:

- 1. arising out of operation of the **rental vehicle** in violation of the terms of the rental agreement.
- 2. arising out of wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
- 3. to the **rental vehicle** whilst being used **Off-Road**.



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Section 10 – Missed Transport Connection

10.1 Description of Cover

Cover under this Section only applies where the **insured person** must attend a **scheduled meeting** which cannot be delayed because of the **insured person**'s late arrival.

We will pay the actual and necessarily incurred expenses, net of any recoveries to which you or the **Insured Person** may be entitled from the scheduled **common carrier**, to enable the **insured person** to use alternative scheduled public transport services and arrive at their destination on time, if due to any unforeseen circumstances outside your or the **insured person**'s control, the **insured person** misses a scheduled transport connection and is unable to arrive at the **insured person**'s destination by the time originally scheduled.

The maximum amount we will pay is the applicable Sum Insured stated in the Schedule of Sums Insured.

10.2 Overbooked Flights

We will reimburse any direct or indirect out-of-pocket expenses incurred up to a maximum of two thousand and five hundred dollars (\$2,500) if the **insured person** is denied boarding due to an overbooked airline flight and where no alternative transport is made available within eight (8) hours of the scheduled departure time.

We will additionally reimburse you or the **insured person** up to a maximum of two thousand and five hundred dollars (\$2,500) for expenses incurred as a result of having to incur **carer services** as a consequence of the overbooked flight.

10.3 Definitions Applicable to Section 10

Scheduled Meeting means any official, pre-determined meeting or conference arranged by the **policyholder** or the **insured person** which cannot be rescheduled.

10.4 Exclusions Applicable to Section 10

We will not pay for:

- 1. Any missed transport connection arising from a business commitment, or a financial or contractual obligation of the **insured person** or of any **travelling companion**, **close business associate** or **relative**;
- 2. Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any **journey**;
- 3. Any expenses arising directly or indirectly out of the **insolvency** or bankruptcy of a travel agent, tour operator, accommodation provider or supplier, airline or other carrier, or any other travel or tourism services provider or the **insolvency** of any person they deal with.

Section 11 – Extra Territorial Workers Compensation

11.1 Description of Cover

We will indemnify you against your liability arising during a journey which begins and ends in Australia to pay:

- Compensation benefits to an insured person under any workers' compensation legislation which provides compensation to injured workers or their dependants for death, personal injury or occupational disease arising out of or in the course of employment in respect of the employment related death, personal injury or occupational disease suffered by an insured person during the journey.
- 2. Damages arising out of the employment related death, personal **injury** or occupational disease suffered by an **insured person** happening during the **journey**, and imposed in connection with a final judgment by a court of competent jurisdiction in the place where the loss occurs.

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11.2 Additional Limits of Liability Applicable to Section 11

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

- 1. **We** will not pay under this Section more than the maximum sum insured with respect to any one **insured person** stated in the Schedule of Sums Insured and **we** will pay with respect to all claims for all **insured persons** no more than the Aggregate Limit of Liability stated in the Schedule.
- 2. In the case of a claim for workers compensation benefits, **we** will pay the difference (if any) between the amount of Workers Compensation benefits actually paid in the place where the **insured person** was working at the time when the **insured person** sustained an **injury** and the amount which the **insured person** (or their dependents) either:
 - a. is entitled to claim under any workers compensation legislation against **you** which **you** are required to insure as described in Item 2 of this section, in the State or Territory in which the **insured person's** usual place of employment or employment base is located; or
 - b. would otherwise have been entitled to claim under any such Workers Compensation Legislation if the **insured person** (or their dependents) had not received the amounts so paid.

Subject always to the maximum sum insured stated in the Schedule of Sums Insured for all claims with respect to any one **insured person** and the Aggregate Limit of Liability stated in the Schedule of Sums Insured with respect to all **insured persons** during the **period of insurance**.

- 3. Where an **insured person** is working but the **insured person** is excluded from claiming workers compensation benefits under such workers' compensation legislation by its terms, the **insured person** (or their dependents) will for the purposes of this Section be deemed to have an entitlement to claim worker's compensation benefits under such Worker's Compensation Legislation notwithstanding that the **insured person** (or their dependents) is excluded from claiming such benefits.
- 4. In the case of a claim for damages at common law, we will pay the difference (if any) between the damages and costs actually paid by you in connection with a final judgment imposed by a court of competent jurisdiction in the place where the insured person was working at the time of injury and the amount of indemnity to which you would have been entitled under any employer's liability insurance had you acquired such employer's liability insurance if the insured person or their dependents had made a claim for damages at common law against you in the State or Territory in which the insured person's usual place of employment or employment base is located. Subject always to us being liable to pay up to the maximum Sum Insured stated in the Schedule of Sums Insured with respect to any one insured person and to the Aggregate Limit of Liability stated in the Schedule with respect to all insured persons during the period of insurance.
- 5. The maximum Limit of our Liability is the Sum Insured as shown in the Schedule of Sums Insured for the following benefits:
 - a. maximum Limit amount per week for weekly benefit for each insured person;
 - b. maximum Limit amount in respect of all compensation, damages, costs and expenses arising out of any one Event whether involving one or more **insured persons**;
 - aggregate Limit of Liability for all compensation, damages, costs and expenses for all occurrences
 or events occurring during any one period of insurance, whether involving one or more insured
 persons.
- 6. Any benefits otherwise payable under Section 11 of this policy with respect to any **insured person** will be reduced by the amount of any benefits payable under this Section with respect to that **insured person**.

11.3 Conditions Applicable to Section 11

1. This Section only applies with respect to **insured persons** who are **your** employees or persons who are deemed by any applicable Workers' Compensation Legislation to be **your** employees and who are employed within Australia in a managerial, clerical administrative or sales/technical capacity and whose duties are to be performed substantially within Australia;

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- 2. **You** must maintain in force within Australia current Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by **you** and maintain insurance for an unlimited amount in respect of **your** liability independently of such Worker's Compensation law for any **injury** to any such employees;
- 3. This Section only applies whilst an **insured person** is working on a temporary basis outside the State or Territory in which their usual place of employment or employment base is located;
- 4. **You** must make available to **us** all information and documentation in **your** possession relating to any claim submitted by any **insured person**;
- You agree to and will provide authorization to your Workers' Compensation insurer or insurers, if requested by us to make available to us all such information and documentation as we may reasonably require.

11.4 Exclusions Applicable to Section 11

- 1. There is no indemnity under this Section with respect to exemplary, punitive or aggravated damages;
- 2. No indemnity will be paid where **we** are prohibited from paying due to government legislation, whether existing or amended.

Section 12 – Kidnap, Ransom and Extortion

12.1 Description of Cover

(Insuring Clauses)

- 1. In connection with the **kidnapping** of an **insured person** during a **journey**, **we** will pay for loss of any property or other consideration actually surrendered as:
 - a ransom payment by the insured person or on their behalf as the result of an actual or alleged Kidnapping;
 - b. an extortion payment by the **insured person** or on their behalf as the result of any other **extortion threat** to do bodily harm to, wrongfully abduct or detain any **insured person**.
- We will pay for loss caused by the actual destruction, disappearance, confiscation or wrongful abstraction of property or other consideration intended as a ransom or extortion payment covered under Insuring Clause 1 while being held or conveyed by any person(s) duly authorised by you to have custody of such property or other consideration provided such property or other consideration is not actually paid or surrendered.
- 3. **We** will be pay for the following expenses incurred by **you** solely and directly as the result of a ransom or extortion demand which would constitute a loss under Insuring Clause 1:
 - a. reasonable fees and expenses of any independent negotiators or consultants retained by you;
 - b. reasonable fees and expenses of any independent public relations consultant;
 - c. interest costs for any loan taken by **you** to pay that part of a ransom or extortion payment recoverable under Insuring Clause 1;
 - d. reasonable travel and accommodation expenses incurred by you;
 - e. the reward paid by **you** to an **informant** for information not otherwise available which leads to the arrest and conviction of persons responsible for such demand;



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- f. the salary which you continue to pay an insured person while the Insured person is being held ransom as the result of a kidnapping, provided that coverage will only apply at the salary level in effect prior to the kidnapping and only for a period commencing upon the abduction of the insured person and ending at the time the insured person is released, discovered to be dead, one hundred and twenty days after the last positive evidence following the abduction that the insured person is alive, or sixty months after the abduction, whichever is earliest;
- g. sums which the insured person becomes obligated to pay on account of an insured person's inability to attend to personal financial matters which result in any actual consequential personal financial loss:
- h. reasonable medical, psychiatric, and legal expenses incurred by an **insured person** with **your** approval for a twelve (12) month period following the release of an **insured person**;
- i. reasonable fees for independent medical and legal advice incurred by you with our approval;
- j. any other reasonable expenses incurred by the Insured with **our** approval.

12.2 Definitions Applicable to Section 12

When used in this Section:

Consequential 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.

Employee

means any person in **your** regular service during the **period of insurance** whom **you** compensate by **salary**, wages and/or commissions and whom **you** have the right to govern in the performance of such service, and any of **your** noncompensated officers.

Extortion Threat

means a threat or threats (including actual or alleged **kidnapping**), as set forth in Insuring Clause 1, made by a person or group demanding a ransom or extortion payment or a series of such payments as a condition for the mitigation or removal of such threats. All such threats (a) related by a common committed, attempted or threatened wrongful act or (b) made contemporaneously against **you** and/or the **insured person** will be deemed to constitute a single **extortion threat** if made by the same person or group.

Informant

means any person providing information solely in return for monetary payment paid or promised by **you.**

Insured Person

either in the singular or plural, means:

- a. **insured person** as specified in the Schedule;
- b. relative of an insured person;
- c. person legally resident in the household of an **insured person**; and
- d. close business associate or travelling companion of the insured person.

Kidnap, Kidnapping

means the wrongful abduction and holding under duress or by fraudulent means of any **insured person**s by any person or group making a ransom demand or series of ransom demands for the release of such **insured persons**.

Premises

means that portion of any building occupied by you in conducting Your business.

Salary

means the direct compensation which **you** pay to an **employee** for personal services rendered, including normal bonus, commissions, standard incentive payments, health benefits, welfare benefits or pension benefits.

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12.3 Conditions Applicable to Section 12 – Insuring Clauses

- 1. In the event of a ransom or extortion demand being directed against any **insured person** rather than against **you**, where property or other consideration is surrendered or intended to be surrendered by or on behalf of such **insured person** and expenses as described in (a), (b), (c), (d), (e), (g), (h) and (j) of Insuring Clause 3 are incurred by or on behalf of such **insured person** those expenses will, at **our** option, be considered property or other consideration properly surrendered or intended to be surrendered on **your** behalf and expenses incurred by **you**.
- 2. **Our** liability for loss arising from an **extortion threat** which occurred or was communicated directly or indirectly to **you**, prior to the effective date of this policy, is subject to the following conditions:
 - a. **you** or **your** corporate predecessor held another policy which, at the time that the **extortion threat** was made against **you**, offered **you** some or all of the coverage set out in Insuring Clause 1 of this Section applicable to the loss;
 - b. such prior coverage and the right to claim continued under the same or some superseding policy without interruption from the time of the **extortion threat** until the effective date of the policy; and
 - the extortion threat was discovered by you after the expiration of the time allowed for discovery under the last such policy.

Our liability with respect to such loss will not exceed the maximum Limit of Liability under the coverage in force at the time of the **extortion threat**, or the Limit of Liability under the Insuring Clause of this Section applicable to the loss, whichever is lesser.

- 3. The payment of any loss under this Section will not reduce our liability for other losses provided; however, our maximum liability will not exceed the dollar amount set out in the Schedule of Sums Insured for this Section as follows:
 - a. Insuring Clause 1, extortion, for all loss of property and other consideration actually surrendered as ransom and extortion payments arising from one **extortion threat** or a series of related **extortion** threats:
 - b. Insuring Clause 2, delivery Coverage, for all losses of property and other consideration intended as ransom and extortion payments arising from one **extortion threat** or a series of related **extortion threats**:
 - Insuring Clause 3, expense Coverage, for all expenses arising from one extortion threat or a series of related extortion threats.

Our liability under this Section is subject to the Aggregate Limit of Liability stated in the Schedule and **we** will not pay more than the maximum Aggregate Limit of Liability.

- 4. Any **extortion threats** made by the same person, group or collaborating groups with the apparent purpose of creating a cumulative or continuing coercive effect upon, or political effect involving, **you** or the **insured person** will be considered related threats and **we** will only pay once under this Section.
- 5. From all losses sustained by **you** arising from any one **extortion threat** or series of related **extortion threats**, after deducting all recoveries (except insurance or sureties held by **you** or **us** for extortion payment) made prior to payment, will be deducted as per the amount specified in the Schedule.
- 6. A loss will be deemed to have been sustained under:
 - a. Insuring Clause 1 at the time of the surrender of the ransom or extortion payment;
 - b. Insuring Clause 2 at the time of the actual destruction, disappearance, confiscation or wrongful abstraction of the property or other consideration;
 - c. Insuring Clause 3 at the time of the payment of incurred expenses by **you**.

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- 7. If **you** sustain any loss covered by this Section, all recoveries (except from suretyship, insurance, reinsurance or indemnity taken by **us** or for **our** benefit) on account of loss, less the actual cost of recovery, will be distributed as follows:
 - a. You will be reimbursed for any loss which exceeds the amount of coverage provided by this Section less the deductible amount, and
 - b. the balance will be applied to **our** reimbursement to the extent of **our** loss and any remainder paid to **vou.**
- 8. This Section will not cover any loss arising from any **extortion threat** unless such threat occurs or is communicated directly or indirectly to **you** or an **insured person** prior to the effective date of termination of coverage hereunder and is discovered by **you** and communicated to **us** in writing prior to one (1) year after the effective date of the termination of this Coverage Section in its entirety.
- 9. In any event will **we** not be liable under this Coverage Section for more than the:
 - actual market value of lost, damaged or destroyed securities at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the securities, whichever is less;
 - actual cash value at the time of loss of any other property or consideration, or the actual cost of repairing or replacing such property or consideration with property or consideration of similar quality and value, whichever is less;
 - cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records; or
 - d. Australian dollar value of any foreign currency based on a cash rate of exchange published in the Australian Financial Review on the day any loss involving foreign currency is discovered.
- 10. **Our** liability with respect to any loss or losses in respect to this Section shall not be cumulative from year to year or from insured period to insured period.

12.4 Limitation of Cover

For any **kidnap**, ransom demand or extortion in South America or Mexico, **we** will pay up to a maximum of fifty thousand dollars (\$50,000) per **insured person**.

12.5 Exclusions Applicable to Section 12:

12.5.1 Exclusions Applicable to All Insuring Clauses

We will not provide coverage under this Section due to:

- 1. loss resulting from any fraudulent, dishonest or criminal act by **your** identifiable **employee**, director, trustee, authorised representative or messenger acting alone or in collusion with others, unless the loss is in excess of the amount recovered or received by **you** under any other bond, insurance or indemnity which would cover the loss in whole or in part, in which case this Section will cover only such excess;
- 2. loss resulting from fraud or collusion by the person allegedly the subject of an **extortion threat** if the person authorising the ransom or extortion payment had not, prior to the payment, made every reasonable effort under the circumstances to determine that the **extortion threat** was genuine;
- any kidnap, ransom demand or extortion in the insured person's country of residence unless the country of residence is Australia;
- 4. Sums which you may become legally obligated to pay on account of judgments resulting from any suit for damages, and reasonable defence costs incurred by you in defending such suit, brought by an insured person (or the estate, heirs or legal representatives of such insured person) alleging negligence or incompetence in hostage retrieval operations or negotiations following the kidnapping of such insured person or negligence in not preventing the kidnapping of such insured person or as the result of any extortion attempt to do bodily harm to an insured person.

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12.5.2 Exclusions Applicable to Insuring Clause 1

Coverage under Insuring Clause 1 does not apply to loss of property and other consideration surrendered:

- 1. away from **your premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee; or
 - 2. on your premises.

Section 13 – Political and Natural Disaster Evacuation Expenses

13.1 Description of Cover

If the **insured person** is on a **journey** in a country outside their **country of residence** and:

- a. Officials in that country recommend that certain categories of persons, which categories include the **insured person**, should leave that country; or
- b. 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; or
- c. If the **insured person** is expelled or declared *persona non grata*; or
- d. There is wholesale seizure, confiscation or expropriation of **your** or the **insured person**s property, plant or equipment; or
- e. A natural disaster has occurred in the country where the **insured person** is in and a state of emergency has been declared necessitating immediate evacuation in order to avoid risk of personal **accidental bodily injury** or **sickness** or **disease**.

We will pay:

- (ii) the cost of returning the **insured person** to their **country of residence** but no more than the cost of a business class flight; or
- (iii) the cost of evacuating the **insured person** to the nearest place of safety; or
- (iii) where the **insured person** is unable to return to their **country of residence**, the reasonable cost of accommodation up to a maximum of two hundred and fifty dollars (\$250) per day for a maximum of fourteen (14) days any one event for each **insured person** while the **insured person** is unable to return to their **country of residence**.
- (iv) any additional costs associated with the return, if the **insured person** is holding a valid ticket to return to the **insured person's country of residence** or to a place of safety. Should the **insured person** be entitled to a refund on an unused ticket **we** will be entitled to deduct this amount from the Claim.

We will not pay for any meals in respect to claims under section 13.

13.2 Exclusions Applicable to Section 13

We will not pay for:

- losses arising from or attributable to the **insured person** violating the laws or regulations of the country they are in;
- 2. losses arising from or attributable to the **insured person** failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;
- 3. losses arising from or attributable to any debt, **insolvency**, commercial failure, the repossession of any property by a titleholder or any other financial cause;

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- 4. **Your** or the **insured person**s failure to honour any contractual obligation or bond or to obey any conditions in a licence;
- 5. losses arising from or attributable to the political unrest or natural disaster that resulted in the insured person's evacuation being in existence prior to the insured person entering the country or its occurrence being foreseeable to a reasonable person before the insured person entered the country.
- 6. any meals in respect to claims under section 13.

Section 14 – Corporate Traveller's Assistance

14.1 Description of Cover

- If, while the insured person is on a journey and an insured person's spouse suffers accidental bodily injury as defined below which results in death, we will pay twenty five thousand dollars (\$25,000) to the insured person.
- 2. If, while on a **journey** an **insured person** suffers **accidental bodily injury** which results in death, **we** will pay five thousand dollars (\$5,000) for each **dependant child** subject to a maximum of ten thousand dollars (\$10,000) any one event.

14.2 Exclusions Applicable to Section 14

We will not pay:

- 1. If an **insured person's spouse** is travelling in an unlicensed aircraft;
- If an insured person's spouse is flying or engaging in any other aerial activity as part of the aircraft's crew:
- 3. If an **insured person's spouse** is participating in or training for any professional sport;
- 4. For any claim which results from any criminal or illegal criminal act of the insured person's spouse;
 - 1. Under Description of Cover 1 if the **insured person's spouse** is accompanying the **insured person** on a **journey**.

15. General conditions applicable to all Sections

15.1 Other Insurance

You must inform **us** of any other insurance which may also provide an indemnity to **you** or the **insured person** for the circumstances of any claim under this policy.

To the extent that any loss insured under this policy is insured under any other policy, then to the extent to which it is permitted by law, coverage is only provided under this policy for such loss excess of the coverage provided under such other policy.

15.2 Assignment and Beneficiary Change

No assignment of interest under this policy will be binding on **us** unless and until the original or a duplicate thereof is filed with **us**. **We** assume no responsibility for the validity of an assignment. No Beneficiary change under this policy will bind **us** unless **we** receive written notice of such change.

15.3 Entire Contract/Alteration

This policy will not be modified except by written amendment or endorsement attached hereto and signed by **our** Authorised Representative.

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15.4 Examination of Books and Records

We may examine your books and records relating to the insurance under this policy at any time during the **period of insurance** and up to three (3) years after the policy expiration, or until final adjustment (if any) and resolution of all claims under the policy whichever is later.

15.5 Jurisdiction

This policy will be governed and construed in accordance with the laws of Australia. Any dispute under this policy will be resolved in accordance with the laws of Australia.

15.6 Limits of Liability and Deductibles and Excess

This policy is subject to the Limits of Liability and Deductible and Excess Amounts stated in the Schedule and the Schedule of Sums Insured.

15.7 Territory

Worldwide other than those territories excluded in the policy.

15.8 Subrogation

If we make any payment under this policy, then to the extent of that payment, we may exercise any rights of recovery held by you or the insured person. You and the insured person must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.

15.9 Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the *Australian Financial Review* on the date the expense is incurred or loss is sustained. All claims will be paid in Australian dollars.

15.10 Providing Proofs

The insured person must keep documents they will need in case of a claim. These documents may include documents to substantiate the insured person's earnings and any medical certificates or reports that relate to any claim.

15.11 Notice and assistance to be given to our Assistance Provider

1. Our assistance provider must be informed immediately or as soon as reasonably possible of any Insured Event or situation that may give rise to a claim or claim for Emergency Crisis Management Advice and Temporary Security Measures services by contacting our assistance provider by telephone or e-mail:

For **Chubb Response 24/7** assistance telephone: +612 9929 2216

For Chubb Response 24/7 assistance E-Mail: security@customercare.com.au

- 2. You, the insured person or somebody authorised to act on behalf of the insured person must provide the following information to our assistance provider as soon as practicable following an Insured Event:
- a. The name of the insured person;
- b. The telephone or facsimile number that the **insured person** can be contacted on;
- c. The address where the **insured person** is located abroad;
- d. The nature of the emergency or the assistance required;
- e. The name of the employer of the **insured person**.



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- 3. Our assistance provider will provide services for a period of up to fourteen days (14) immediately subsequent to verifying a situation as an Insured Event. If during this period a subsequent Insured Event occurs which in the opinion of our assistance provider is connected to the ongoing Event(s) this will constitute the same Insured Event in which case no extension of the original (14) fourteen day period will apply.
- 4. The services of our assistance provider shall cease with immediate effect where the disappearance of an Insured Person is confirmed by our assistance provider to be as a result of Kidnap or Detention. All reasonable costs necessarily incurred for Emergency Crisis Management Advice and Temporary Security Measures services prior to such confirmation shall be covered under this policy.
- 5. Our assistance provider shall take such steps as they deem necessary to provide Emergency Crisis Management Advice and Temporary Security Measures services under this policy and shall be allowed sole responsibility in determining any appropriate course of action with regard to the provision of such services.
- 2. Our assistance provider shall endeavour to provide Emergency Crisis Management Advice and Temporary Security Measures services under this policy but shall not be obliged to provide such services where:
 - a. to do so would breach national or international laws and/or regulations;
 - b. **our assistance provider** is unable to obtain necessary authorisation where required to do so;
 - in the sole opinion of our assistance provider it will be impossible or reasonably impracticable to do so due to:
 - War and/or Terrorism or other political or local conditions;
 - ii) the Insured Person being in an inaccessible location or offshore; or
 - iii) the **Insured Person** being in a predicament which may more reasonably be the responsibility of a search and rescue operation organised by the police or coastguard or other authority responsible for rescue services.
- 7. Neither Chubb nor our assistance provider shall be liable for any failure or delay in providing Emergency Crisis Management Advice and Temporary Security Measures services as a result of any cause outside of the reasonable control of our assistance provider.
- 8. Any expenses incurred in good faith by Chubb or our assistance provider for Emergency Crisis Management Advice and Temporary Security Measures services in respect of a person who is not covered under this policy shall be reimbursed by you to Chubb.
- Any coverage under this policy is provided only in respect of an insured person as shown under the Chubb RESPONSE 24/7 Schedule of Benefits provided that they are a director or your employee.

16. How to make a claim

If you wish to make a claim the contact e-mail address is: Aus.AHclaims@Chubb.com.

Notice of Claim

16.1 Report within 30 days of loss

Any occurrence or loss which may give rise to a claim under this policy should be reported to **us** in writing within thirty (30) days after the occurrence or loss. Failure to furnish us with notice within the time provided in the policy will not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.



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16.2 Proof of Loss

Written proof of loss must be given to **us** as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation. **You** or the **insured person** will, at **your** or their expense, provide **us** with such certificates, information and evidence as **we** may from time to time require, in a form prescribed by **us**.

16.3 Physical Examination and Autopsy

Provided that **we** give reasonable notice, **we** will be allowed to have any **insured person** medically examined or, in the event of an **insured person**'s death, a post mortem examination carried out at our expense.

16.4 Claims Investigation

In the event of a claim, **we** may make any investigation **we** deem necessary, and both **you** and the **insured person** will cooperate fully with such investigation. Failure by **you** or the **insured person** to cooperate with **our** investigation may result in denial of the claim or cancellation of the policy.

16.5 Payment of Claim

Indemnity for accidental death of the insured person will be paid to you or as you direct. Unless otherwise specified in a particular Section, all other indemnities will be payable to the insured person.

16.6 Fraudulent Claims

If any claim under this policy is fraudulent in any respect, or if any fraudulent means or devices are used by **you**, the **insured person**, or anyone acting on **your** or the **insured person**'s behalf to obtain benefits under this policy, **we** will be under no liability in respect of such claim.

16.7 Processing and payment of claims

- 1. We will take all reasonable steps to pay a valid claim promptly.
- 2. We will pay all benefits under this policy to you. Or as you direct, the receipt of such benefits by you will be a discharge to us with respect to all claims under your policy.

16.8 Making claims after Your Policy is cancelled

If your policy is cancelled this does not affect your rights to make a claim under your policy if the Event occurred before the date of cancellation.

Commitment to Service

Chubb's Internal Dispute Resolution Process is evidence of Chubb's commitment to service. Recognising the consumer's right to be heard and to be informed, Chubb established an Internal Dispute Resolution Panel to handle any unresolved complaints. It underscores Chubb's commitment to acting fairly and honestly with its customers.

If **you** are not satisfied with any aspect of the service that **you** receive in relation to the PeopleSure Corporate Travel Policy, then Chubb appreciates **you** letting **us** know.

Our web site can be visited at www.chubbinsurance.com.au or you can call us on Ph (02) 9273 0100 | Fax (02) 9273 0101

This policy wording is underwritten by Chubb Insurance Company of Australia Limited ABN 69 003 710 647 AFSL 239778 of Level 29, 2 Park Street, Sydney NSW 2000

Dated 23 September 2011