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## Accident & Health International Underwriting Pty Ltd

### Supplementary Product Disclosure Statement

#### Changes to your PDS

#### Your PDS is amended by the following:

This section of the Supplementary Product Disclosure Statement (SPDS) is dated 28 December 2015 and applies to change the Product Disclosure Statement (PDS) for a policy to the extent it relates to an eligible product taken out for the first time, or with a renewal effective date, on or after 28 December 2015. Specifically your PDS is amended by the deletion of the Duty of Disclosure notice.

This section of the Supplementary Product Disclosure Statement (Supplementary PDS) is dated 01 August 2017 and will apply to any policies taken out, or renewed, on or after this date.

The information in this Supplementary PDS updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule and any other applicable Supplementary Product Disclosure Statements.

#### **Change 1:** Change to details of CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291

All references to "CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291" are deleted and replaced by "Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance (CGU)".

#### **Change 2:** Change to details of CGU Insurance Limited

All references to "CGU Insurance Limited" are deleted and replaced by "Insurance Australia Limited trading as CGU Insurance (CGU)".

#### **Removal of General Exclusion.**

If this policy contains a "General Exclusion" in relation to the Insured Person suffering directly or indirectly from "any psychiatric or psychological disorder, stress, stress-related disorders, including, but not limited to depression, stress, anxiety or any psychosomatic, psychotic, mental or nervous disorder" then that General Exclusion is deleted in its entirety.

All other terms, conditions and exclusions of this policy remain unaltered.

Insurer  
Insurance Australia Limited  
ABN 11 000 016 722 AFSL 227681  
trading as CGU Insurance

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## Accident & Health International Underwriting Pty Ltd

### LEISURE TRAVEL

#### Product Disclosure Statement (PDS) and Wording

This Product Disclosure Statement (PDS) contains two parts:

- Important information – contains general information about your Leisure Travel Plan; and
- The Leisure Travel Plan – contains terms and conditions of your insurance plan.

To assist you to locate specific terms in this PDS, a table of contents is provided.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

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## **IMPORTANT INFORMATION**

### **Accident & Health International (AHI)**

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

If you have any queries about this policy you should contact AHI. Their contact details are in this document.

### **The Insurer**

The Insurer of the Policy is CGU Insurance Limited.

### **What is a Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

### **In this PDS:**

- 'We', 'Our' or 'Us' means CGU Insurance Limited.
- 'You' means the person who will be named in the policy schedule as the insured.
- 'insured person' means the person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The insured person and the type of cover chosen will be set out on the policy schedule.

### **What The Policy Consists Of**

Your policy consists of:

- this printed Leisure Travel Plan Document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

### **Our Agreement With You**

We will insure you for:

- loss or damage caused by one or more of the insured events, and
- the other benefits, as set out in this policy occurring during the period of insurance.

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This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of voiding your policy from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure", on page 4.

### **Policy Covers**

Cover is provided for you or your family (if you have selected family cover) for nine (9) different cover sections. Cover is provided for you and the insured persons set out on the policy schedule while they are travelling.

The cover sections are:

Section 1 – Personal Accident	\$50,000
Section 2 – Overseas Medical Expenses	Unlimited
Section 3 – Additional Expenses	\$100,000
Section 4 – Loss of Baggage and Personal Effects	\$10,000
Section 5 – Loss of Deposits and Cancellation Charges	\$10,000
Section 6 – Kidnap, Detention, Extortion and Ransom	\$500,000
Section 7 – Hire Car Excess Expenses	\$2,000
Section 8 – Personal Liability	\$10,000,000
Section 9 – Evacuation Cover and Personal Safety (Dynamiq Assist)	\$50,000

### **Age Limits**

There are certain age limits which apply to this policy. There is no cover for any insured person over the age of eighty (80) years. Under Section 1 (Personal Accident), the compensation paid if the insured person is under eighteen (18) years of age for Insured Events 1 to 19 will be 10% of the sum insured set out in the policy schedule.

### **The Most We Will Pay**

The maximum we will pay for a claim under the policy is the sum insured shown for that Section as set out in the policy schedule.

### **The Cost of Your Policy and Paying For Your Insurance**

The cost of your policy will be shown on the quotation we give you, once we have received all required information from you. The cost of your policy is calculated based on the policy period, the type of cover you choose, the length of the travel and the destinations.

The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and stamp duty, where applicable.

Premium must be received by our office within 90 days from the date the policy is bound.

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## **Your Duty of Disclosure**

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

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

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

You cannot renew, vary, extend, reinstate or replace the policy.

You do not need to tell us about any matter:

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

The above Duty applies to everyone who is insured under the policy. You or they must comply with the relevant Duty. If you or they do not comply with the Duty we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

## **Taxation Implications**

Depending upon you or your company's entitlement to claim Input Tax Credits under this policy, we may reduce the payment of your claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly disability benefits, for example under Section 1 (Personal Accident Events 20 & 21) in this policy, is subject to personal income tax and it is your responsibility to declare such benefit when completing your usual tax return.

Consult your tax accountant if you have any questions about your particular circumstances.

## **Making A Claim and Your Excess**

An excess of two hundred and fifty (\$250) dollars for each and every claim under Section 4 (Loss of Baggage and Personal Effects) applies to personal computers, laptops, cameras and camera equipment, and all electronic equipment including mobile phones, personal digital assistants (PDA), electronic organisers and other hand held computers. There are no other excesses which apply to this policy unless stated on your policy schedule.

If you need to make a claim please send a written notice of claim to AHI within thirty (30) days of the date of the incident occurring or as soon as reasonably possible. AHI will send you a copy of our claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

At any time after a claim has been lodged we may conduct enquiries into the circumstances of the claim. We may ask for medical examinations or, in the event of death, we may request an autopsy. This will be done at our expense.

Any payments will be made in the same currency as the premium quoted.

Once a payment is made under this policy, we may attempt to recover the amount we have paid to you if we find someone else is responsible for the loss or damage. We will do this in your or the insured person's name. We may also need to defend you, or the insured person, if someone else alleges you caused them loss or damage. You and the insured person need to co-operate with us.

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## **Cooling-Off**

If you decide that you do not want the policy, you have a cooling off period of twenty-one (21) days from the date on which the policy was issued to cancel the policy. You must tell Us in writing that you wish to cancel the policy and we will repay the full amount of premium to you. If you choose to use the cooling-off period, then we will treat the policy as never having existed.

You cannot use this cooling-off period if the insured person has started their travel, the policy has already expired or if there has been a claim made under the policy.

## **Dispute Resolution**

We and AHI will do everything possible to provide a quality service to you. If you have any concern or complaint, AHI staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, AHI has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager - see contact details in this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body subject to eligibility. Access to the FOS process is free of charge to you.

Please contact AHI if you would like further information about the FOS or contact:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

## **Privacy**

As part of AHI's dealings with you, we may need to collect personal information (and sometimes sensitive information such as health information) about you. We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

AHI will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with other companies within our group and third parties who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our privacy policy located at [www.acchealth.com.au](http://www.acchealth.com.au). Alternatively, contact us at [privacy@acchealth.com.au](mailto:privacy@acchealth.com.au) or (02) 9251 8700 and we will send you a copy.

You should obtain a copy of this policy and read it carefully. By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our privacy policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

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## Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

## Intermediary Remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 131 060.

## Code Of Practice

CGU Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

## Contact Details

Accident & Health International Underwriting Pty Limited  
ABN 26 053 335 952  
AFS Licence No: 238261  
Level 4, 33 York Street  
SYDNEY NSW 2000

Telephone: (02) 9251 8700  
Fax: (02) 9251 8755  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)

## The Insurer

CGU Insurance Limited  
ABN 27 004 478 371  
AFS Licence No: 238291  
388 George Street  
SYDNEY NSW 2000

Telephone: 131532  
Website: [www.cgu.com.au](http://www.cgu.com.au)

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This Product Disclosure Statement was prepared on 1<sup>st</sup> January 2014. AHI are authorised to distribute this Product Disclosure Statement.



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## LEISURE TRAVEL PLAN

### IMPORTANT NOTICE

Accident & Health International Underwriting Pty Ltd (hereinafter called AHI) gives notice that this contract has been effected under an Authority, given to AHI by The Company. AHI has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by Us to AHI for arranging the insurance.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

This Plan consists of several Sections. An Insured Person is covered for insurance under those sections selected by You as indicated in the Schedule.

There is a maximum amount payable under each Section of the Plan with respect to each Insured Person, and with respect to all claims payable under this Plan during each Period of Insurance. The limits of the Sum Insured under each Section are stated in the Schedule.

The maximum age of an Insured Person is eighty (80) years old, unless agreed by Us.

If You are not entirely satisfied with this Plan You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt but before the Insured Travel commences. We will refund Your premium and the Plan will be treated as though it never existed.

### IMPORTANT DEFINITIONS

The following important definitions apply to each Section of this Plan:

**INSURED PERSON** is any person nominated in the Schedule for the insurance cover selected by You and with respect to whom a premium has been paid.

**FAMILY** means husband and/or wife or defacto and any dependant children under the age of eighteen (18) years.

**INSURED TRAVEL** means travel being carried out during the Period of the Policy. Insured Travel does not include any travel that exceeds twelve (12) months, unless agreed by Us. Should an Insured Person return home early, then all cover under this policy ceases at that time.

**PERIOD OF INSURANCE** is the period referred in the Schedule.

**ARRANGEMENT DATE** is the date cover was arranged by Us.

**SCHEDULE** includes any current Schedule or renewal or variation of this Policy.

**INSURER** means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia.

**AHI** means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

**YOU/YOUR** is the Insured named in the Schedule.

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THE COMPANY means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

WE/OUR/US means CGU Insurance Limited.

## **SECTION 1 - PERSONAL ACCIDENT**

### **EXTENT OF COVER**

If an Insured Person suffers an Injury during the Period of Insurance and as a direct result and within twelve (12) months of the date of the Injury suffers from any of the Insured Events set out in the Table of Benefits, We will pay the Compensation stated in that Table.

### **DEFINITIONS**

For the purpose of this Section 1:

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means:

1. if You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances averaged over the period of twelve (12) months prior to the date Disablement commences;
2. if You are not an employee, Your gross weekly income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that income averaged over the period of twelve (12) months prior to the date Disablement commences.

INJURY means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing Injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

LOSS OF USE means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

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.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You 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 Your life.

PRE-EXISTING CONDITION means a condition of which the Insured Person was aware of (whether diagnosed or not) or has sought treatment for prior to the Insured Travel covered under this Policy.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

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TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

## EXPOSURE

If as a result of an Injury occurring during the Period of Insurance and whilst engaged on Insured Travel the Insured Person is exposed to the elements and suffers from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay benefits accordingly.

## DISAPPEARANCE

If an Insured Person disappears following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which he or she was then travelling whilst on Insured Travel and his or her body has not been found within twelve (12) months after the date of disappearance, We shall pay a benefit on the basis that that person died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

Injury resulting directly in:

1. Death	1.	100%
2. Permanent Total Disablement	2.	100%
3. Permanent and incurable paralysis of all limbs	3.	100%
4. Permanent Total Loss of sight of both eyes	4.	100%
5. Permanent Total Loss of sight of one eye	5.	100%
6. Permanent Total Loss of Use of two limbs	6.	100%
7. Permanent Total Loss of Use of one limb	7.	100%
8. Permanent and incurable insanity	8.	100%
9. Permanent Total Loss of hearing in		
a. both ears	9a.	80%
b. one ear	9b.	20%
10. Permanent Total Loss of four fingers and thumb of either hand	10.	80%
11. Permanent Total Loss of the lens of one eye	11.	60%
12. Permanent Total Loss of Use of four fingers of either hand	12.	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13.	50%
14. Permanent Total Loss of Use of one thumb of either hand		
a. both joints	14a.	30%
b. one joint	14b.	15%
15. Permanent Total Loss of Use of fingers of either hand		
a. three joints	15a.	10%
b. two joints	15b.	8%
c. one joint	15c.	5%
16. Permanent Total Loss of Use of toes of either foot		
a. all - one foot	16a.	15%
b. great - both joints	16b.	5%
c. great - one joint	16c.	3%
d. other than great, each toe	16d.	1%
17. Fractured leg or patella with established non-union	17.	10%
18. Shortening of leg by at least 5cm	18.	7.5%

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## TABLE OF BENEFITS

### INSURED EVENTS

19. Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive
20. Temporary Total Disablement (maximum Aggregate Period 104 weeks)
21. Temporary Partial Disablement

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

19. Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the benefits provided under Insured Events 9 to 18 inclusive. The maximum amount payable is fifty thousand (\$50,000) dollars.
20. During such Disablement, the Weekly compensation as specified or Salary as defined whichever is the lesser.
21. 40% of the amount payable for Insured Event 20.

An Example of a claim under Death & Capital Benefits, Events 1-19:

If an Insured Person selected \$50,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an Injury resulting directly in death (Insured Event 1) the benefit received would be 100%, equalling \$50,000.

Should an Insured Person suffer an Injury resulting in Permanent total loss of four fingers of either hand (Insured Event 12), the benefit received would be 50%, equalling \$25,000.

### CONDITIONS AND LIMITATIONS

1. Compensation shall not be payable for more than one of the Insured Events 1 to 19 in respect of the same Injury, in which case the highest compensations will be payable.
2. Any compensation payable for Insured Events 1 to 19 shall be reduced by any sum already paid for under Insured Events 20 and 21 in respect of the same Injury.
3. After the Occurrence of any of the Insured Events 2 to 8, all cover with respect to that Insured Person under this Section 1 shall cease other than any entitlement under Insured Events 20 and 21.
4. Compensation shall not be payable:
  - 4.1 for Insured Events 20 and 21 in excess of a total period of one hundred and four (104) weeks from the date You first become entitled to the payment of weekly compensation in respect of any one Injury;
  - 4.2 unless the Insured Person shall as soon as possible after the happening of any Injury giving rise to a claim under this Section 1, procure and follow proper medical advice from a legally qualified medical practitioner.
5. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any insurance plan effected by a person other than the Insured Person.

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6. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1 to 19 will be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.

## **EXCLUSIONS**

No benefits shall be payable with respect to any Insured Event which:

1. Result from the Insured Person engaging in or taking part in training for professional sports of any kind;
2. Is attributable wholly or partly to childbirth or pregnancy;
3. Results from You being under the influence of alcohol or an illegal drug, or there is more alcohol or drugs in Your blood than the law permits.

## **SECTION 2 – OVERSEAS MEDICAL EXPENSES**

### **EXTENT OF COVER**

1. If an Insured Person sustains an Injury or suffers a sickness or disease and incurs Medical Expenses (as defined) during the Period of Insurance, We will pay those expenses provided they are incurred outside Australia.
2. We will also pay the expenses related to the Emergency Evacuation of an Insured Person provided such evacuation is recommended by a legally qualified medical practitioner and is authorised by the emergency assistance company or Accident & Health International Underwriting Pty Ltd.

Expenses relating to Emergency Evacuation will be based solely on medical severity and necessity.

### **DEFINITIONS**

**MEDICAL EXPENSES** means expenses incurred within twelve (12) months from the date the first expense was incurred and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is required urgently. We will also pay those expenses incurred to repair, replace or adjust dentures provided such expenses relate to Injury of the Insured Person to a maximum of one thousand (\$1,000) dollars.

**EMERGENCY EVACUATION** means an evacuation due to medical treatment being immediately required and the medical condition being sudden and life threatening.

### **EXCLUSIONS**

We shall not pay for any medical or other expenses which:

1. Result as a consequence of a condition caused wholly or partly by childbirth or pregnancy or the complications thereof unless such expenses relate to medical complications other than regular treatment and are incurred before the 30th week of any term of pregnancy;
2. Result from the Insured Person engaging in or taking part in or training for any professional sports of any kind;
3. Are incurred in relation to any condition which was known would require treatment during the period of Insured Travel;
4. Are recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable.

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5. Are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.
  6. Relate to a medical condition for which You have consulted a registered medical practitioner or allied health specialist in the 30 days prior to Period of Insurance, excluding consultations specifically for routine unchanged prescription medication.

## **ADDITIONAL BENEFITS**

### **AHI Assist**

An Insured Person is also entitled to the services of AHI Assist in the event of a medical emergency or Sickness by using a toll-free or reverse-charge telephone number provided on the Accident & Health Schedule We have made available to You.

AHI Assist provides many travel and emergency services, including:

1. Pre-travel advice on matters relating to health;
2. Case management if hospitalised;
3. Emergency assistance worldwide;
4. The arrangement for transport by road, aircraft or special air ambulance to an appropriate medical centre if this is required for treatment, accompanied if necessary by a doctor or nurse;
5. Arrangements for evacuation and transportation home if necessary.

## **SECTION 3 - ADDITIONAL EXPENSES**

### **EXTENT OF COVER**

1. We will reimburse an Insured Person or other persons for additional and/or forfeited expenses reasonably and necessarily incurred provided such expenses are authorised by AHI Assist or Accident & Health International Underwriting Pty Limited and are as a direct consequence of:
  - 1.1 the Unexpected Death, Injury or Sickness of the Insured Person or a member of the Insured Person's travelling party (provided that all such persons are under the age of eighty (80) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those persons having to return to the point of origin of such travel;
  - 1.2 the Unexpected Death, Serious Injury or Sickness of a Relative, business partner or co-director of the Insured Person (provided that all such persons are under the age of eighty (80) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those persons having to return to the point of origin of such travel.
  - 1.3 the necessity on written advice of a medical practitioner for a Relative, friend, business partner or co-director of the Insured Person to travel to or remain with or escort him or her directly back to the point of origin of the Insured Travel if the Insured Person has suffered Injury or Sickness during the Insured Travel;
  - 1.4 any other unforeseen Injury or Sickness of the Insured Person happening after the commencement of Insured Travel which results in the Insured Travel being delayed or disrupted and which is outside the control of the Insured not otherwise excluded under this Section 3;
  - 1.5 loss of passport and/or travel documents.
2. If an Insured Person necessarily and reasonably incurs legal costs by reason of false arrest or wrongful detention by any Government or foreign power during Insured Travel, We will reimburse those legal costs up to twenty thousand (\$20,000) dollars for each Insured Person.

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3. If Insured Travel is delayed or interrupted in excess of twelve (12) hours and the Insured Person is prevented from reaching his or her scheduled destination as a result of an aircraft on which he or she is travelling being hijacked, We will pay an amount of one thousand (\$1,000) dollars per day for every day the hijack continues but not exceeding a period of thirty (30) days.
  4. If an Insured Person dies whilst engaged on Insured Travel, We will pay either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the Insured Person's body or ashes to his or her home address up to a maximum of ten thousand (\$10,000) dollars.
  5. We will reimburse an Insured Person for additional expenses reasonably and necessarily incurred as a direct consequence of cancellation including strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.
  6. If an Insured Person is hospitalised overseas as an in-patient for more than twenty-four (24) hours due to an accident or illness We will pay one hundred (\$100) dollars per day for each completed twenty-four (24) hours to a maximum of six thousand (\$6,000) dollars in addition to any charges made by the hospital in which the Insured Person is hospitalised.

## **DEFINITIONS**

UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

INJURY OR SICKNESS is one which requires treatment by a medical practitioner and for which the medical practitioner certifies the Insured Person or the other persons referred to as unfit to travel or continue with the original journey.

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, fiancée, fiancée, half-brother or half-sister.

SERIOUS INJURY OR SICKNESS is a condition for which a medical practitioner 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 business partner or co-director require the Insured Person to take over that person's business role.

## **EXCLUSIONS**

We will not pay for any expenses:

1. which result as a consequence of a condition caused wholly or partly by childbirth or pregnancy or the complications thereof unless such expenses relate to medical complications other than regular treatment and are incurred before the 30th week of any term of pregnancy;
2. Consequent upon the Insured Person or any other person engaging in or taking part in or training for any professional sports of any kind;
3. Caused directly or indirectly by:
  - 3.1 cancellation, curtailment or diversion of scheduled public transport services, including strikes, if there had been prior warning before the date of commencement of the particular Insured Travel that such events were likely to occur during the Period of Insurance;
  - 3.2 carrier-caused delays where the cost of the expenses is recoverable from the carrier;
  - 3.3 any business or financial contractual obligations of the Insured Person or any other person;
  - 3.4 any change of plans or disinclination of the Insured Person or any other person to travel;
  - 3.5 the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.

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4. Which are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.
  5. Which relate to lost Frequent Flyer, Flybuy or other award points on similar reward point systems.
  6. Relate to a medical condition for which You take daily medication for and/or have sought medical treatment or advice in the thirty (30) days prior to cover commencing.

## **SECTION 4 - BAGGAGE, TRAVELLERS' CHEQUES, TRAVEL DOCUMENTS, CREDIT CARDS AND MONEY**

### **EXTENT OF COVER**

1. We will indemnify the Insured Person for loss of or damage to Property Insured occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel.
2. We will indemnify the Insured Person for loss, theft or fraudulent use of travellers' cheques, travel documents and credit cards occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel, together with the cost of replacing, and the Insured Person's legal liability for payment as a result of loss by theft or unauthorised use by other persons of the Insured Person's personal travel documents.
3. If the Insured Person's baggage is misplaced by a carrier for more than eight (8) hours whilst the Insured Person is engaged on Insured Travel during the Period of Insurance, We will pay up to two thousand (\$2,000) dollars to cover the emergency purchase of essential replacement items.
4. We will indemnify the Insured Person for accidental loss of cash, bank or currency notes, cheques, postal or money orders or petrol coupons occurring on Insured Travel during the Period of Insurance, together with the cost of replacing them and the legal liability of the Insured Person for payment as a result of loss by theft or by unauthorised use by other persons.
5. If an Insured Person loses their identification and keys at the same time and whilst engaged in Insured Travel, We will pay up to one thousand (\$1,000) dollars for the replacement of keys and locks.

### **DEFINITIONS**

THE PROPERTY INSURED means:

1. Baggage and other personal effects (other than household furniture) that accompany the Insured Person whilst engaged on Insured Travel, including tickets, credit cards, travellers' cheques, travel documents and passports (any One Article [as defined] limited to 25% of the Sum Insured under this Section 4 or one thousand (\$1,000) dollars whichever is the greater);  
  
One Article is described as one item (including its attached or unattached accessories) or a set or pair of items such as earrings, golf clubs, camera equipment etc.
2. Money, cheques, postal notes, money orders and petrol coupons taken by the Insured Person whilst engaged on Insured Travel.

### **CONDITIONS**

The amount payable for loss of or damage to The Property Insured will be no more than the cost to repair or replace the articles in the same condition but not better or more extensive than the article when new.



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We may choose to repair or replace lost or damaged property or pay for the loss in cash.

Should We replace damaged goods then salvage remains the property of The Company. If We replace or pay cash for lost or stolen goods, and those goods are subsequently recovered, then We may seek recovery of these goods.

The Insured Person must substantiate his loss and provide receipts of purchase of articles claimed for and provide withdrawal confirmation of money lost or stolen.

The Insured Person must take all reasonable precautions for the safety and supervision of any Property Insured.

## **EXCLUSIONS**

We shall not be liable to make any payment under this Section 4 for:

1. Wear and tear, deterioration or losses caused by atmospheric or climatic conditions, mechanical or electrical breakdown, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration;
2. Loss, theft or misplacement not reported within twenty-four (24) hours to the police or responsible officer of any aircraft, vehicle or vessel on which the Insured Person is travelling. All such reports must be verified by a written statement from that authority;
3. Loss of credit cards, travellers' cheques, travel documents, cheques, postal or money orders or petrol coupons unless reported to the issuing authority as soon as possible after discovery;
4. Loss or damage to unaccompanied baggage and personal effects;
5. Loss or damage of any goods over one thousand (\$1,000) dollars that are intended for use in connection with any trade, business or occupation unless otherwise specified in the Schedule;
6. Personal Computers including laptops, cameras and camera equipment, and all electronic equipment including mobile phones, personal digital assistants (PDA), electronic organisers, palm pilots and other hand held computers:
  - a. where theft or attempted theft occurs whilst such equipment is unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle;
  - b. whilst carried in or on any aircraft, aerial device, waterborne vessel or craft unless they accompany You as personal cabin baggage.
  - c. for the first two hundred and fifty (\$250) dollars of each and every loss.
7. Loss or damage occurring through confiscation by quarantine, customs regulations or by order of any Government or Public Authority or losses due to devaluation of currency;
8. Loss of money in excess of the amount allowed by any applicable currency regulation at the time of commencement of the Insured Travel;
9. Any item which is recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable. eg. airline tour operators or other domestic or travel insurance policies.

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## **SECTION 5 - LOSS OF DEPOSITS AND CANCELLATION CHARGES**

### **EXTENT OF COVER**

We will indemnify You and any Insured Person for loss of travel and accommodation expenses paid in advance by You or the Insured Person and for the loss of which You, he or she is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment of those expenses and the date of commencement of the Insured Travel caused only by:

1. The Unexpected Death, Injury or Sickness, compulsory quarantine or jury service of an Insured Person or any person with whom the Insured Person intended to travel;
2. The Unexpected Death, Serious Injury or Sickness of any Relative, business partner or co-director of the Insured Person who is under the age of eighty (80) years;
3. Any unforeseen circumstances outside the control of the Insured Person not otherwise excluded.

### **DEFINITIONS**

**INJURY OR SICKNESS** is a condition that must require treatment by a medical practitioner and would preclude the Insured Person or other persons from undertaking the Insured Travel.

**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, fiancée, fiancée, half-brother or half-sister.

**SERIOUS INJURY OR SICKNESS** is a condition that must require a medical practitioner to certify the attendance of the Insured Person is necessary for the health of or treatment of that person.

**UNEXPECTED DEATH** means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

### **EXCLUSIONS**

We shall not be liable for loss of expenses caused by:

1. Childbirth, pregnancy or the complications thereof;
2. Any person engaging in or taking part in or training for professional sports of any kind;
3. Carrier-caused delays that are recoverable from the carrier;
4. Any business or financial contractual obligations;
5. Any changes of plans or disinclination to travel;
6. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
7. Death of a Relative with a known short life span as a consequence of a Sickness.
8. Lost Frequent Flyer, Flybuy or other award points on similar reward point systems.
9. Or relate to a medical condition for which You take daily medication for and/or have sought medical treatment or advice in the thirty (30) days prior to cover commencing.

## **SECTION 6 - KIDNAP, DETENTION, EXTORTION AND RANSOM**

### **EXTENT OF COVER**

1. If an Insured Person is kidnapped, hijacked, illegally detained or receives an extortion threat during the Period of Insurance, whilst engaged on Insured Travel within the Territorial Limits, We will reimburse You for Your Ultimate Net Loss, but not exceeding the amount stated in the Schedule, for any one kidnapping, detention or extortion in any one Period of Insurance.

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2. Your Ultimate Net Loss includes any monetary loss which is incurred by You for the delivery of services or property in order to secure the resolution of a Kidnap, detention or extortion incident. Such expenses include:
    - 2.1 Reasonable fees and expenses of AHI Assist or other independent negotiators authorised by Us or AHI Assist as a result of any damage; or
    - 2.2 any other direct expenses which are reasonable in amount and necessarily incurred by You for the purpose of investigating, negotiating or paying a ransom demand or recovering the Insured Person, but not including any expenses, fees or damages incurred as a result of any proceedings brought against You arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

## **DEFINITIONS**

KIDNAP means the actual or alleged taking away of an Insured Person against the person's will, usually to hold the person in false imprisonment without legal authority for the purpose of demanding ransom.

DETENTION means the holding under duress of an Insured Person. This includes being held illegally by militias, militants or governments without legal justification. Detention also includes being held hostage as part of hijacking, which is the capture by force of any building, aircraft, motor vehicle, railroad train or waterborne vessel on which the Insured Person is located within.

EXTORTION means a physical threat to an Insured Person for demand of ransom.

RANSOM means cash and/or marketable goods surrendered by or on behalf of the Insured in connection with a Kidnap, detention or extortion incident.

## **CONDITIONS**

1. You must take all reasonable precautions to protect the confidentiality of the cover provided under this Section.
2. We have contracted a professional intermediary and negotiator, AHI Assist, for You, who should be involved in dealing with any kidnapper and their details are included in this Section.
3. In the event of the reported kidnapping of an Insured Person, You shall make every reasonable effort to determine positively that the Insured Person has been kidnapped, Detained or is the recipient of an Extortion threat and record the serial number of any currency paid to secure the kidnapped person's release.
4. No monies will be payable by Us unless ransom monies have been paid by You.
5. You must do all things necessary to prosecute any person who has acted fraudulently or in collusion with any other person with respect to a Kidnap, Detention or Extortion threat against an Insured Person.
6. In the event of a kidnapping, Detention or Extortion threat, You must make every reasonable effort to give immediate notice to AHI Assist and Us.
7. You must make every reasonable effort to notify any relevant law enforcement agency of any demand for ransom prior to the payment of any ransom monies and You must comply with the recommendations and instructions issued by any law enforcement agency if this appears to be in the best interest of the kidnapped person. You must also comply with the recommendations and instructions issued to You by AHI Assist.

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## **DYNAMIQ PTY LTD (AHI ASSIST)**

In order for a claim for reimbursement for a Kidnap, Detention or Extortion incident to be approved, AHI's authorised security and political assistance company, AHI Assist, must be involved (where practical) in the incident resolution process. AHI Assist is able to act as an intermediary or negotiator for You and can offer advice to You on dealing with an incident.

To contact AHI Assist, call: +61 2 9978 6662.

AHI Assist provides a 24 hour, 365 day emergency service offering protection, planning and intelligence vital for the safety and security of all clients.

### **EXCLUSIONS**

We shall not be liable to pay for:

1. any monies by way of reimbursement where, with respect to the particular Insured Person:
  - 1.1 this type of insurance has been declined in the past;
  - 1.2 this type of insurance has been cancelled or issued with special conditions in the past;
  - 1.3 a kidnapping or attempted kidnapping has occurred in the past;
  - 1.4 an extortion demand has been made against that Insured Person in the past;
2. any monies with respect to a kidnapping occurring in Mexico or any country located in Central or South America.
3. any more than the amount stated in the Schedule for any one kidnapping or series of kidnappings, inclusive of monies paid by way of Ultimate Net Loss and expenses, arising out of one event.

## **SECTION 7 - HIRE CAR EXCESS EXPENSES**

### **EXTENT OF COVER**

We will indemnify the Insured Person against any excess or deductible payable under that policy of insurance arising out of loss or damage sustained to the Rental Vehicle during the rental period, not exceeding the Sum Insured stated in the Schedule provided:

1. An Insured Person hires a Rental Vehicle from an organisation whose business is to rent rental vehicles in the course of Insured Travel;
2. As part of the hiring arrangement the Insured Person effects all insurance (except the excess buy-back) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the vehicle during the rental period;
3. The Insured Person complies with all requirements of the rental organisation under the hiring agreement and of the Insurer under such insurance.

### **EXCLUSIONS**

We shall not be liable to pay any monies with respect to any loss or damage:

1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
2. To any 4-wheel drive vehicle, commercial vehicle, truck or any vehicle aged more than twenty (20) years;
3. Which is not indemnifiable under the insurance offered by the rental organisation because of the application of an exclusion clause.

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## **SECTION 8 - PERSONAL LIABILITY**

### **EXTENT OF COVER**

We will indemnify the Insured Person for his or her legal liability to pay compensation arising out of death, bodily Injury or illness of another person or arising out of damage to property of another person happening during the Period of Insurance arising out of an Occurrence and whilst the Insured Person is engaged on Insured Travel. We will also pay all legal costs and expenses incurred by Us or by the Insured Person with Our prior consent in the defence of any claim. We will pay You up to the sum insured as specified in the Schedule of Benefits for each and every Occurrence.

For the purpose of the Sum Insured, all Occurrences or series of Occurrences arising out of the one original cause shall be deemed to be the one event.

### **DEFINITIONS**

OCCURRENCE means an event which results in bodily Injury or illness or property damage, neither expected from the Insured Person's standpoint. Bodily Injury and illness means Injury, Sickness, disease or disability including death.

### **EXCLUSIONS**

We shall not be liable for claims arising from:

1. Death, bodily Injury or illness to or loss of or damage to property owned by or in the control of:
  - 1.1 the Insured Person or members of his or her Family ordinarily residing with him or her;
  - 1.2 any employee of the Insured Person arising out of or during the course of their employment.
2. The business, trade or professional activities of the Insured Person.
3. The ownership, possession or use of mechanically propelled vehicles, aircraft, aerial devices or watercraft powered by motor excluding golf buggies and wheelchairs.
4. and related to exemplary, punitive or aggravated damages.

## **SECTION 9 – EVACUATION COVER AND PERSONAL SAFETY (AHI ASSIST)**

### **EXTENT OF COVER**

1. If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in a country or region that Australian officials recommend certain categories or persons (which include the Insured Person) in that country or region should leave because of a:
  - a. security threat such as insurrection, war, rebellion, civil unrest or political instability,  
or
  - b. a natural disaster such as earthquake, cyclone, flooding or volcanic eruption,

after the Insured Person has arrived in the country or region and it is unsafe for the Insured Person to remain in the country or region,

We will pay:

- 1.1 the cost of evacuating the Insured Person to the nearest place of safety, and the reasonable cost of accommodation, up to a maximum of five hundred (\$500) dollars per day any one Insured Person to a maximum of fourteen (14) days any one event; or

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- 1.2 when necessary, the reasonable cost of returning the Insured Person to their country of domicile if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight; and
  - 1.3 provided the evacuation is authorised by Accident & Health International or AHI Assist.
2. If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in an emergency situation where their personal safety and security is at risk, We will provide assistance where possible and pay the reasonable and necessary expenses incurred for each Insured Person. The emergency situation must be unforeseen and outside the control of the Insured Person and the expenses must be authorized by Accident & Health International or AHI Assist.

However We will not pay:

1. in excess of two hundred and fifty thousand (\$250,000) dollars for any one evacuation or emergency situation for all persons covered under the policy.

### **DYNAMIQ PTY LTD (AHI ASSIST)**

AHI Assist is AHI's International Safety, Security and Emergency Management Consultant specialising in medium to high risk environments. They provide 24 hour, 365 day assistance.

In the Event of an Emergency Evacuation or situation whilst travelling it is recommended You contact Our authorised security & political assistance company, AHI Assist for advice and management of the evacuation or situation.

To contact AHI Assist, call: +61 2 9978 6662.

In the event of a pre-travel non-emergency enquiry You can also contact AHI Assist who can assist You with many pre-travel services including:

- Security and emergency information including health, entry/exit, political, risk, weather and safety in any destination around the world.
- Emergency management planning
- Employee training
- Security design and project management
- Protection in real time situations of personal danger and threats.
- Travel reports or web-based travel guides

Their contact details are as follows:

+61 2 8579 0901  
[ops@dynamiq.com.au](mailto:ops@dynamiq.com.au)

### **EXCLUSIONS**

We shall not be liable for claims arising from any:

1. expenses other than emergency, conveyance or accommodation expenses as outlined above;
2. expenses related to evacuation out of a country which You have travelled to after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers do not undertake travel at all, ie Level 4. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra or via Our Website address [www.acchealth.com.au](http://www.acchealth.com.au).

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3. expenses related to evacuation out of a country or a region which You have remained in after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers should leave the area and such warning or recommendation has been ignored. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra or via Our Website address [www.acchealth.com.au](http://www.acchealth.com.au).

## **GENERAL EXCLUSIONS**

We shall not be liable to pay for any claim caused by or arising out of:

1. The Insured Person engaging in air travel except as a passenger in any properly licensed aircraft;
2. A deliberately self-inflicted Injury; including suicide or attempted suicide whether sane, insane or under any mental distress;
3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority (except Section 9 Evacuation Cover);
4. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
5. A sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
6. A criminal or illegal act committed by You;
7. Any code of football, mountaineering or rock climbing using ropes or guide equipment;
8. nuclear, chemical or biological terrorism;  
terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
  - a. influence a government or any political division within it for any purpose, and/or
  - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
9. You engaging in or taking part in naval, military or air force service or operations.

## **GENERAL CONDITIONS AND LIMITATIONS APPLYING TO ALL SECTIONS**

### **1. NOTICE OF CLAIM**

Written notice of claim must be given to Us within thirty (30) days after the Occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.

### **2. SUBROGATION**

If We make any payments under the Policy to an Insured Person, then, to the extent You or the Insured Person may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave rise to the payments being made under the Policy, then We have a right of subrogation and repayment including any claim for interest by way of an action which may be brought in the name of You and/or the Insured Person against such third party. Both You and the Insured Person must provide reasonable cooperation to Us in pursuing any such right.

If the Insured Person brings a claim for loss or damage in their own name against a third party in respect of the facts, matters and circumstances which gave rise to the payments being made under this Policy, then the Insured

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Person must include in their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments) and should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the insured received under this Policy. We will provide reasonable cooperation to the Insured Person and their legal advisers in bringing any such action.

### **3. CLAIM FORMS**

Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Plan unless the claim form is properly completed and all information reasonably required by Us has been furnished.

### **4. YOUR DUTY TO CO-OPERATE**

The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.

### **5. PHYSICAL EXAMINATION AND AUTOPSY**

We may at Our own expense conduct any medical examination or examinations of any Insured Person or arrange at Our own expense for an autopsy to be carried out.

### **6. LEGAL ACTION**

No action at law or in equity shall be brought to recover on this Plan prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the time of the loss or damage or the time the liability was incurred (as the case may be).

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

### **7. CANCELLATION**

1. This Plan may be cancelled by You at any time during the Insured Travel by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Plan has been in force;
2. We may cancel this Plan in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

### **8. AGE LIMITATION**

We shall not be liable to pay any money with respect to any Insured Person who has attained the age of eighty (80) years, or any other person who has attained the age of eighty (80) years.

### **9. CURRENCY**

Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

### **10. GOVERNING LAW AND JURISDICTION**

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



