

Agile Corporate Travel Insurance

Combined Policy Wording and
Product Disclosure Statement (PDS)

Issued by Agile Underwriting Services Pty Ltd

ABN 48 607 908 243 — AFSL 483374

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LLOYDS Underwriters

CORPORATE TRAVEL INSURANCE POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Prepared on 13th October 2025

Any general advice that may be contained within this **Policy** and Product Disclosure Statement (PDS) or accompanying material does not take into account **your** individual objectives, financial situation or needs. **You** need to decide if the limits, type and level of cover are appropriate for **you**.

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SECTION A – PRODUCT DISCLOSURE STATEMENT (PDS)

1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We have simplified our contact points so you can easily get in touch with us.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including policy questions and coverage, and policy amendments. Any questions, just call or email.	1300 705 031 ah@agileunderwriting.com
Cancelling your policy. You can cancel your policy at any time.	1300 705 031 ah@agileunderwriting.com
Making a claim online. You can claim directly through our online portal.	www.agileunderwriting.com/make-an-accident-health-claim
Making a claim offline. Get in touch and we will send you a claim form.	1300 705 031 ahclaims@agileunderwriting.com
Making a complaint. If you are not happy...we want to know.	1300 705 031 complaints@agileunderwriting.com
Family/Domestic Violence For further information please visit https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/	1300 705 031 family@agileunderwriting.com In an emergency or you are not feeling safe, call 000
Support for customers experiencing vulnerability or financial hardship For further information please visit https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/ https://www.agileunderwriting.com/claims-and-help/financial-hardship/	1300 705 031 hardship@agileundwriting.com

2. ABOUT AGILE UNDERWRITING SERVICES AND THE INSURER

This insurance is arranged by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (AGILE).

AGILE arranges policies for and on behalf of certain underwriters at Lloyd's led by Agile Syndicate 2427 (the **insurer**), managed by Asta Managing Agency Ltd.

In all aspects of this **policy**, AGILE acts as agent for the **insurer**. Our contact details are:

Head Office:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Website:	www.agileunderwriting.com

3. ABOUT LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

4. WORDS WITH SPECIAL MEANINGS

Throughout this document, certain words will appear in bold. These words have special meaning and are included in the General Definitions section of Section B of the **policy**. Please refer to the definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

5. IMPORTANT INFORMATION ABOUT THIS POLICY

This document is a PDS and is also **our** insurance policy wording.

This document contains important information required under the *Corporations Act 2001* (Cth) (the Act) and has been prepared to assist **you** in understanding the **policy** and making an informed choice about **your** insurance requirements. It is up to **you** to choose the cover **you** need.

It is important that **you** carefully read and understand this document before making a decision. Other documents may form part of **our policy** and PDS and if they do, **we** will tell **you** in the relevant document.

In return for **you** paying **us** a **premium**, **we** insure **you** for the **events** described in the policy wording and PDS, 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.

Benefits

The following standard benefits are included in this **policy**. The following optional benefits can be included in this **policy** on request. The **sum insured** for each is shown in the **policy schedule**. If the **sum insured** shown in the **policy schedule** is \$0.00 or the **benefit** is not included, no cover is provided under this **policy** for that **benefit**.

Standard Benefits	
Weekly Injury Benefit	Weekly Sickness Benefit
Death and Capital Benefits	Broken Bones Benefits
Medical and Medical Evacuation Expenses Benefit	Hospitalisation Overseas Expenses Benefit
Repatriation of Mortal Remains / Funeral Expenses	Repatriation of Belongings Benefit
Loss of Deposits and Cancellation Expenses	Baggage Benefit
Missed Transport Connection	Accommodation Expenses
Overbooked Flight Benefit	Additional and/or Forfeited Expenses
Kidnap, Detention, Extortion and Ransom	Hijack Benefit
Illegal Detention Benefit	Identity Theft Extension Benefit
Corporate Event Benefit	Extra Territorial Workers Compensation
Alternative Employee / Resumption of Journey Expenses Benefit	Hire Vehicle Excess Benefit
Private Vehicle Excess Benefit	Personal Liability
Political Risk, Natural Disaster and Personal Safety Evacuation Expenses	Legal Expenses
Search and Rescue Expenses	

Optional Benefits	
Accidental HIV Infection Lump Sum Benefit	Childcare Benefit
Dependent Child Supplement Benefit	Orphaned Benefit
Education Fund Benefit	Corporate Image Protection Benefit
Financial Advice Benefit	Coma Benefit
Family Accommodation and Transport Expenses Benefit	Home and Vehicle Modification Benefit
Partner Accidental Death Benefit	Partner Employment Training Benefit
Retraining and Rehabilitation Expenses Benefit	Unexpired Membership Benefit
Pet Boarding Expenses Benefit	Trauma Counselling Benefit
Data Connection Benefit	Data Recovery Benefit
Lost Keys and Locks	Towing and Roadside Assistance Expenses
Driver Services Benefit	

About the policy schedule

The **policy schedule** contains important details about the **policy** such as the **period of insurance**, the **premium**, what cover options and excesses will apply, and any changes to the policy wording.

Adequate sums insured

To ensure that the amount of insurance is adequate to cover losses in the **event** of a claim, **you** should establish an adequate **sum insured** when initially arranging cover and also take care to amend the sums insured if **your** situation changes.

Age limitation

The age limit under this **policy** is seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Australian currency

All payments by the **policyholder** to **us** and **us** to **you** or someone else under the **policy** must be in Australian currency.

Check your documents

It's important that **you** check all the details on the documents **you** receive. If **you** notice an error or if **you** have a question, please contact us at ah@agileunderwriting.com. If the **policyholder** finds they need to change the cover for whatever reason, get in contact with **us**.

Commencement and period of insurance

The **period of insurance** begins and ends on the dates shown in the **policy schedule** unless it is cancelled before the end date. If an **insured person** is added mid-term, after the start date, cover continues until the **period of insurance** ends.

Cooling off period

The **policyholder** has the right to return the **policy** to **us** twenty-one (21) days from the date the insurance cover commences. The **policyholder** may return this **policy** by calling **us** on 1300 705 031 or advising **us** in writing (contact details can be found on page 4) within those twenty-one (21) days. **We** will refund any **premiums** the **policyholder** has paid during this period. These cooling off rights do not apply if **you** have made a claim under this **policy** during this period or **you** are entitled to make a claim during this period.

Expiry of the policy

This **policy** expires at the end of the **period of insurance**. **We** may decide not to renew the **policy**. If **we** decide not to renew the **policy**, **we** will send the **policyholder** an expiry notice at least fourteen (14) days before the expiry of this **policy**. If this **policy** is cancelled or otherwise terminated, the **period of insurance** will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

General Insurance Code of Practice

The General Insurance Code of Practice (the Code) outlines certain minimum standards of service that **you** should expect from insurers that have adopted it. Agile Underwriting proudly support and embrace its objectives of raising the standards of practice and service in the insurance industry. **You** can obtain a copy of the Code from www.codeofpractice.com.au.

Intermediary remuneration

We pay 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. Information about the remuneration **we** may pay intermediaries can be obtained by requesting it from the intermediary or insurance advisor.

Law and jurisdiction

This **policy** is subject to the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **policy** was issued.

Our agreement with the policyholder

This **policy** is a legal contract between the **policyholder** and **us**. The **policyholder** pays **us** the **premium**, and **we** provide the cover the **policyholder** has chosen as set out in the **policy schedule**, occurring during the **period of insurance** shown on the **policy schedule** or any renewal period.

Renewal of the policy

This insurance may be renewed for further consecutive yearly periods upon payment of the **premium**. Payment of **your premium** is deemed to be acceptance of an offer of renewal for a further yearly period. If **you** continue to pay **your premium**, then unless **your policy** is cancelled or **we** advise **you** prior to the renewal date that **we** will be updating **your policy** or not be renewing, a **policy** on the same terms and conditions automatically comes into existence for one (1) year from the renewal date.

Taxation implications

This **policy** may be subject to a Goods & Services Tax in relation to **premium**.

Depending on the location of the risk being insured, this **policy** may be subject to Stamp Duty in relation to **premium** and GST.

Depending upon the **policyholder** or **insured person's** entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly injury benefit or weekly sickness benefit is subject to personal income tax. Where **we** are required to do so, **we** will withhold personal income tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

The **policyholder** and/or **insured person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

The policyholder's expectation

This **policy** may not match the **policyholder's** specific cover requirements, (such as a particular exclusion). The **policyholder** should read both this PDS and the policy wording carefully.

What makes up the premium

The **premium** is determined by a number of risk factors and of course, the higher the risk is, the higher the **premium**. The **premium** also includes amounts that **we** are required to pay, such as government charges, taxes or levies (e.g. stamp duty and GST) that apply to the **policy**. These amounts are listed on the **policy schedule**.

The cost of the **policy** is calculated according to various risk factors, including but limited to:

- Age of **insured persons**
- **Occupation of insured persons**
- Activities undertaken during the **scope of cover**
- Previous claims experience for this type of risk
- Location
- The **benefit** and/or **sum insured** limits

6. DUTY OF DISCLOSURE

What you must tell us

We will ask **you** various questions when **you** apply for cover. When **you** answer those questions, **you** must take reasonable care not to make a misrepresentation to **us**. **We** will use the answers in deciding whether to insure **you**, and anyone else to be insured under the **policy**, and on what terms. **You** have this same duty to disclose those matters to **us** before **you** renew, vary or reinstate **your policy**.

If you do not tell us

If **you** do not answer **our** questions in this way, **we** may reduce **our** liability under contract in respect of a claim or refuse to pay a claim or cancel the **policy**. If **you** answer **our** questions fraudulently, **we** may refuse to pay a claim and treat the **policy** as never having commenced.

7. CANCELLATION OF POLICY

This **policy** may be cancelled in one of two (2) ways:

When the policyholder can cancel

The **policyholder** can cancel the **policy** at any time by emailing us at ah@agileunderwriting.com or calling 1300 705 031.

If the **policyholder**:

- a) pays the **premium** by instalments and wishes to cancel; or
- b) does not pay **premium** by instalments and wishes to cancel

then cancellation will take effect at 4pm Australian Eastern Standard Time on the day **we** receive the **policyholder's** notice of cancellation. **We** will refund the **premium** for the **policy**, less an amount which covers the period for which the **policyholder** and the **insured persons** were insured. However, **we** will not refund any **premium** if **we** have paid or are notified of a forthcoming claim or are obliged to pay a claim under the **policy**.

When we can cancel

We can cancel the **policy** by giving the **policyholder** written notice to the address on file and in accordance with the *Insurance Contracts Act 1984* (Cth), including where the **policyholder** or **insured person** has:

- a) breached the Duty of Disclosure;
- b) breached a provision of the **policy** (requiring payment of **premium**);
- c) made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which cover was in force;
- d) engaged in deception, fraud or illegal use, in which case **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception, as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

We may cancel the **policy** by informing the **policyholder** in writing, subject to any relevant law. **We** will give this notice in writing to **your** intermediary or to **your** address last known to **us**.

If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which the **policyholder** and **insured persons** were insured.

Nothing shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this **policy** if endorsed on the **policy**.

8. MAKING A CLAIM

Should an incident occur, which may give rise to a claim under this **policy**, **we** recommend that **you** use this checklist to help **you** get what **you** need to support **your** claim. **We** may ask for other information or documents as **we** may reasonably require to process the claim.

It is important that **you** obtain as much documentation as possible at the time the situation occurs, as it can be difficult to obtain some documents.

- ☒ Get a written medical report or certificate from **your** treating **doctor** or **specialist** that clearly explains the medical condition.
- ☒ Keep originals of all documents that **you** submit electronically.
- ☒ Lodge **your** claim soon as is reasonably practical of the situation that gives rise to **your** claim.

Do not admit fault or liability

Prior to **us** assessing **your** claim, it is recommended that **you** do not:

- admit that **you** are at fault; or
- offer or promise to pay any money; or
- become involved in litigation.

Submitting your claim

The best way to submit **your** claim is via **our** on-line claims system. If there is a problem doing it on-line, **we** will ask **you** to complete a claim form.

It is important that **you** give **us** the information **we** require; if not, **we** may have to reduce the amount of **your** claim or **we** may not be able to process **your** claim at all.

Our on-line claims system is available at www.agileunderwriting.com/make-an-accident-health-claim.

Claims processing

If **you** have all the necessary documentation to submit with **your** claim, this will assist **us** to process **your** claim quickly. Once **we** have all the information **we** need, **your** claim will be processed within two (2) business days of **us** receiving a completed claim form. **We** will let **you** know in writing if **we** need additional information.

Excess, excess period and co-payment

Depending on the circumstances of **your** claim, an **excess**, **excess period** or co-payment may apply, as follows:

- 1) **Excess** – is the amount paid by **you** when a claim is made.
- 2) **Excess period** – is the continuous period of time shown in the **policy schedule** during which no **benefits** are payable.
- 3) **Co-payments** – is an arrangement where **we** will reimburse a portion of an expense that has been incurred leaving the remainder to be paid by **you**.

Help us recover anything we have paid

You must do everything **you** can to help **us** recover any money **we** pay relating to **your** claim. **You** are required to let **us** know if **you** become aware of a third party from whom **we** can recover money.

We may make up the difference if you can claim from anyone else

If **you** make a claim against someone else and they do not pay **you** the full amount of **your** claim, **we** will make up the difference. **You** must claim from them first.

Other insurance

You must advise **us** if anything **you** claim is covered by another insurance **policy**. If **you** receive the full **benefit** from a claim under one (1) insurance **policy**, **you** cannot make a claim under another **policy**.

We will make up the difference if **you** make a claim under another insurance **policy** and **you** are not paid the full amount. **We** may, however, need to seek contribution from **your** other insurer and so **you** must give **us** any information **we** need for a claim against the other insurer.

We may need to contact other parties

We may, at **our** discretion, undertake in **your** name and on **your** behalf, proceedings for **our** own benefit to recover compensation or secure compensation from any party relating to anything covered by this **policy**.

You are to assist and permit to be done all acts and things as required by **us** for the purpose of recovering compensation or securing indemnity from other parties to which **we** may become entitled or subrogated, upon **us** paying **your** claim under this **policy**. This applies regardless of whether **we** have yet paid **your** claim and whether or not the amount **we** pay **you** is less than full compensation for **your** loss. These rights exist regardless of whether **your** claim is paid under a non-indemnity or an indemnity clause of this **policy**.

Providing proofs

You should keep documents **you** will need in case of a claim. For example, documents which substantiate **your income** and any medical certificates that relate to **your** claim.

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**. **You** must not do anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

9. COMPLAINTS AND DISPUTE RESOLUTION

This Insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see www.codeofpractice.com.au.

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact Agile in the first instance:

Postal address: The Complaints Officer
Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

Telephone: 1300 705 031

Email: complaints@agileunderwriting.com

We will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within ten (10) business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Postal address: Lloyd's Australia Limited
Level 32, 225 George Street, SYDNEY, NSW, 2000, Australia

Telephone: (02) 8298 0783

Email: ldraustralia@lloyds.com

A final decision will be provided to **you** within thirty (30) calendar days of the date on which **you** first made the complaint.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if **your** complaint is not resolved to **your** satisfaction within thirty (30) calendar days of the date on which **you** first made the complaint.

AFCA can be contacted as follows:

Postal address: Australian Financial Complaints Authority (AFCA)

GPO Box 3 MELBOURNE, VIC, 3001

Telephone: 1800 931 678

Email: info@afca.org.au

Your complaint must be referred to AFCA within two (2) years of the final decision. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or provided with other options.

The Underwriters accepting this Insurance agree that:

- i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Level 32, 225 George Street
SYDNEY, NSW, 2000

who has authority to accept service on the Underwriters' behalf;

- iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance, NOTICE should be given as soon as possible to:

Postal address: The Complaints Officer
Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

Telephone: 1300 705 031

Email: ahclaims@agileunderwriting.com

Several liability notice

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

10. UPDATING THE PDS

It may be that **we** will need to update this PDS from time to time. If so, **we** will send the **policyholder** a new PDS or supplementary PDS outlining these changes.

11. PRIVACY STATEMENT

At Agile, **we** are committed to protecting **your** privacy in accordance with *the Privacy Act 1988* (Cth). **We** use **your** personal information to assess the risk of, and provide insurance and other insurance services to service the **policy**. We may use **your** contact details to send **you** information and offers about products and services that may be of interest to **you**. If **you** do not provide **us** with full information, **we** may not be able to provide **you** with insurance or to respond to any claim, complaint or dispute.

If **you** provide **us** with information about someone else, **you** must obtain their consent to do so.

We provide **your** information to the **insurer we** represent when **we** issue and administer the **policy**.

We are part of the Agent Zero Group and may provide **your** information to the entity that provides **us** with business support services.

We may also provide **your** information to the intermediary (if applicable) and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure they comply with the Privacy Act. **Our** Privacy Policy contains information about how **you** can access the information **we** hold about **you**, ask **us** to correct it, or make a privacy related complaint. **You** can obtain a copy from **our** Privacy Officer by telephone 1300 705 031 email privacy@agileunderwriting.com or by visiting **our** Website www.agileunderwriting.com.

By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in **our** Privacy Policy.

12. HOW TO CONTACT US

For any matters relating to **your** insurance, please contact:

Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
1300 705 031
ah@agileunderwriting.com

SECTION B – POLICY WORDING

Your policy

Subject to the terms, conditions and exclusions contained in this **policy**, **we** will cover **you** and/or the **policyholder** for the insurable **benefits** as described in this **policy** and **your policy schedule**, whilst **you** are on **business trip** (including **incidental travel**), on behalf of the **policyholder**, provided that:

- 1) **You** and/or the **policyholder** has paid or agreed to pay the **premium** required for this insurance; and
- 2) The type of cover is specified in the **policy schedule** as applying to **you** and/or the **policyholder**.

GENERAL DEFINITIONS

Because words can be interpreted in various ways, the following definitions are what **we** mean when **we** say certain words in this combined PDS and policy wording and shown in 'bold' and singular can be plural and vice versa.

Accident means a sudden, unexpected, unintended, unforeseeable **event** which occurs at a definable time and place.

Accidental death means **your** death as a result of an **accident**.

Accommodation expenses means reasonable and necessary charges for accommodation which **we** have organised or authorised in writing prior to the commencement of the accommodation period. It does not include any charges which the **policyholder** or **insured person** have originally budgeted.

Accompanying means:

- 1) travelling with;
- 2) travelling separately from, with the intention to meet with;
- 3) continue travelling with; or
- 4) leave or depart from;

an insured person whilst on a journey.

Aggregate limit of liability means the most **we** will pay for all claims within a **period of insurance**.

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

Baggage means personal property and other personal items belonging to the **policyholder** or **insured person** taken on a **journey** and for which the **insured person** is legally responsible. Personal items include clothing, jewellery **electronic equipment, money** and **travel documents**.

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

Benefit means a monetary amount which **we** will pay to the **policyholder** or **insured person** following a covered **event**.

Business trip means a **journey** which is undertaken on the business of the **policyholder** and includes any **incidental travel** as part of that **journey**.

Carjacking incident means the violent theft or attempted theft of a motor vehicle which is under the care and control of, or occupied by or immediately intended to be occupied by an **insured person**.

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

Coma means the **insured person** being in a prolonged state of deep unconsciousness due to an **injury** or **sickness**.

Commercial hire vehicle means any rented vehicle primarily designed to:

- 1) transport more than nine (9) passengers (plus the driver); or
- 2) perform any function other than the transportation of people/passengers.

Computer system means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

Country of domicile means the country in which the **insured person** is deemed a citizen or permanent resident (e.g. holder of a multiple entry visa or permit which gives an **insured person** resident right in such country).

Country of expatriation means a country other than the **insured person's country of domicile**, that is:

- 1) where the **insured person** will spend most of their time whilst outside of their **country of domicile**;
- 2) where the **insured person** is residing whilst on an overseas expatriate assignment;
- 3) as declared to **us**.

Cyber act means:

- 1) a deliberate, unauthorised, malicious or criminal act;
- 2) a series of related deliberate, unauthorised, malicious or criminal acts; or
- 3) any threat or hoax relating to 1) and/or 2) above, regardless of time and place, involving access to or the processing, use or operation of any computer system.

Cyber incident means:

- 1) any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any computer system; or
- 2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Definitive net loss means any monetary loss which is incurred by the **policyholder** in order to secure the resolution of a **kidnap**, detention or **extortion event**, including **ransom** paid, reasonable fees, expenses and other direct expenses incurred for the purpose of investigating, negotiating, paying **ransom** demand or recovering the **insured person**, but not including any expenses, fees or damages incurred as a result of any proceedings brought against the **policyholder**, arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

Dental practitioner means a person legally qualified in dentistry who is registered or licensed to practice dentistry under the laws of the country in which they practice dentistry as a dentist, dental hygienist, dental prosthetist, dental therapist, oral surgeon, orthodontist, oral health therapist or **specialist** who is not the **insured person** and/or the **policyholder** or **relative** of the **insured person**.

Dental services (emergency) expenses means charges made by a **dental practitioner** for emergency dental treatment to restore or replace a **tooth** lost or damaged or to resolve the acute, spontaneous and unexpected onset of dental pain.

Dental services (major) expenses means charges (approved by us) made by a **dental practitioner** for root canal treatment, endodontic treatment, oral surgery, anaesthetic services, periodontal surgery, orthodontic services, installation of and repairs to crowns and bridges, new dentures, dental repairs and remodelling and other specialist services.

Dental services (routine) expenses means charges made by a **dental practitioner** for examinations, scaling and cleaning (removal of plaque), application of fluoride, amalgam or composite resin dental filling and restorations, diagnostic services, x-rays, injections and single **tooth** extraction.

Dependent child(ren) means an **insured person's** or their **partner's dependent child(ren)**, including step or legally adopted child or children, as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students attending a legally accredited registered training organisation, institution of higher learning, and are primarily dependent upon the **insured person** for maintenance and support. **Dependent child(ren)** also includes any child or children of any age who are living permanently with the **insured person** who through a disability are totally incapable of self-support.

Detention or **detained** means the illegal holding of an **insured person** under duress by militias, militants or governments without any legal justification. Detention also includes the **insured person** being held hostage as part of hijacking, which is the capture by force of any building, aircraft or vehicle which the **insured person** is located within.

Disappearance means an **insured person** has been missing for a period of three hundred and sixty-five (365) days following the sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the **insured person** was travelling.

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

- 1) the **policyholder**; or
- 2) an **insured person**.

Effective date of cover means the date the:

- 1) **insured person** first becomes an **insured person** under this **policy** and is shown in the **policy schedule** or subsequent endorsement as an **insured person**; and
- 2) **premium** is paid or agreed to be paid by the **policyholder** for the **insured person**.

Electronic equipment means any computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music/recording/gaming devices, cameras and other

electronic items of a similar nature as deemed by **us**, which are intended for either personal or business use.

Event means an occurrence that could give rise to a claim for a **benefit** under **your policy**. Any one occurrence or series of occurrences attributable to one (1) source or originating cause is deemed to be one (1) **event**.

Excess period means the continuous period of time during which no **benefit** is payable. The **excess period** begins from the date of first medical treatment following **injury** or **sickness** by a registered **doctor** or **specialist**.

Excess means the amount an **insured person** must contribute towards the cost of a claim under this **policy**. An **excess** will reduce the amount **we** pay to the **policyholder** or **insured person** for a claim for any one **event**. Only one **excess** applies to each separate **event** for each **benefit** of the **policy** per **insured person**. An **excess** can either be expressed as a monetary amount or a percentage of the loss.

Extortion means a physical threat or intimidation of an **insured person** for the purpose of demanding a **ransom** for that **insured person**.

Family means the **insured person**, their **accompanying partner** and/or **dependent child(ren)**.

Hire vehicle means a rented sedan, station wagon, hatchback or all-wheel (AWD) or four-wheel drive (4WD), which is not a **commercial hire vehicle**, rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an **insured person** in accordance with the **hire vehicle agreement** and shall not include any other vehicle or use.

Hire vehicle agreement means the written agreement between the **policyholder** or **insured person** and the motor vehicle hire company whose business is to rent out **hire vehicles** or **commercial hire vehicles**.

Hire vehicle excess means the amount the **policyholder** or **insured person** has agreed to bear as the excess shown on the **hire vehicle agreement**.

Hospital means a place registered as a **hospital** for the care and treatment of sick or injured persons and which has the following characteristics:

- 1) organised diagnostic and surgical facilities, either on premises or in facilities available to the **hospital** on a pre-arranged basis;
- 2) provides twenty-four (24) hours a day nursing services by registered nurses;
- 3) is under the supervision of a **doctor** or **specialist**; and

- 4) is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholism or any other substance abuse, a nursing, rest or convalescence home or home for the aged or similar establishment.

Identity theft means the theft of data or information relating to **insured person's** identity which results in the fraudulent practice of using this person's name and personal information to obtain **money**, goods or services.

Incidental travel means a **journey** or a component of a **journey** which is not related to the business of the **policyholder** and is no greater than 50% of the total **business trip**.

Income means:

- 1) if the **insured person** is an employee, the **insured persons** gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over the period of three hundred and sixty-five (365) consecutive days prior to the date the disablement (with respect to which **we** have agreed to pay a claim under the **policy**) commenced or over such shorter period that an **insured person** has been continuously employed prior to the date of disablement as certified by the **doctor** or **specialist**; or
- 2) in the case of a self-employed person, the **insured persons** weekly pre-tax **income** derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that **income**, averaged over the period of three hundred and sixty-five (365) consecutive days or over such shorter period that an **insured person** has been continuously self-employed prior to the date of disablement as certified by the **doctor** or **specialist**.

Injury means a bodily **injury** resulting from an **accident** that occurs during the **period of insurance** and within the **scope of cover**.

Injury includes:

- 1) **sickness** directly resulting from medical or surgical treatment rendered necessary by the **accident**

Injury does not include:

- 1) any consequences of an **Injury** which are ordinarily described as being a **sickness**, illness or disease.
- 2) an aggravation of a pre-existing **injury**;
- 3) any **pre-existing condition**; or
- 4) any degenerative condition or congenital condition or other condition, which does not result solely or directly from an **accident**.

Insured person means any person shown in the **policy schedule** as an **insured person** and/or as nominated by the **policyholder** and agreed to by **us** for eligibility under this **policy** with respect to whom **premium** has been paid or agreed to be paid.

Journey means travel with a maximum duration of one hundred and eighty (180) consecutive days or less which is not normal daily commuting between the **insured person's** principal residence and place of business. A **journey** commences from the time the **insured person** leaves their principal residence or place of business, whichever is the place of departure for the commencement of travel and continues until the **insured person** returns to their principal residence or place of business, whichever occurs first.

Kidnap, kidnapped or kidnapping means the actual or alleged taking of an **insured person** and holding them captive against the **insured person's** will, without legal authority for the purpose of demanding a **ransom** for the release of the **insured person**.

Loss means items which are unrecoverable due to unforeseeable circumstances outside the control of the **policyholder** or **insured person**.

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

Medical expenses means all reasonable expenses incurred outside the **insured persons country of residence** from a **doctor** or **specialist**, legally qualified and registered nurse, **hospital** or registered ambulance service for medical surgery or other diagnostic or remedial treatment including the cost of medical supplies given or **prescription medicines** and ambulance hire.

Money means, coins, bank notes, postal and money orders, traveller's and other cheques, letters of credit, automatic teller machine cards, credit and debit cards, petrol and other coupons in the possession or control of the **insured person**.

Nuclear, biological or chemical terrorism means terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

Occupation means **your** usual **occupation**, business, trade or profession.

On-going medical expenses means all reasonable **medical expenses** necessarily incurred:

- 1) in the insured person's country of domicile; and
- 2) as a result of sustaining an **injury** or suffering a **sickness** whilst overseas during a **journey**.

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

Partner means an **insured person's** husband or wife and includes de-facto or life partner who has continuously cohabited with the **insured person** for a period of ninety (90) consecutive days or more at the time of the **event**.

Period of insurance means the period shown in the **policy schedule**.

Permanent means continuing for at least twelve (12) months and which thereafter will, in all probability, continue for life, as certified by a **doctor** or **specialist**.

Permanent total disablement means disablement which entirely and continuously prevents the **insured person** from engaging in the **insured persons** usual **occupation** or employment, or any other occupation or employment for which the **insured person** is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of the **insured person's** life.

Policy means this policy wording, the current **policy schedule** and any other documents **we** may issue to **you** that **we** advise will form part of the **policy** (e.g. endorsements).

Policy schedule means any current, subsequent, renewal or variation schedule listing the **benefits** and limits that forms part of the **policy** issued by **us** to the **insured persons** and/or **policyholder**.

Policyholder means the named organisation or person listed as the **policyholder** in the **policy schedule**.

Pre-existing condition means any **sickness**, illness, disease, syndrome, disability or other condition occurring, arising or manifesting in the twelve (12) months prior to **you** being covered under this **policy**, including any symptoms:

- 1) of which **you** are aware or a reasonable person in the circumstance would be expected to have been aware; or
- 2) for which **you** have sought or received medical attention, undergone tests or taken prescribed medication.

Premium(s) means the **premium(s)** as shown in the **policy schedule** that is payable in respect of the **policy** by the **policyholder**.

Professional sports means any sport for which an **insured person** receives an allowance, sponsorship, appearance fee or monetary payment as a result of the **insured persons** participation, which accounts for more than fifteen (15%) percent of the **insured persons** annual **income** from all sources.

Quadriplegia means **permanent**, total and entire paralysis of both arms and both legs.

Relative means the **insured person's** family, parent, parent-in-law, grandparent, step-parent, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother, half-sister, aunty, uncle, niece or nephew.

Scope of cover means the operative time within the **period of insurance** that the cover under this **policy** applies as shown in the **policy schedule**.

Serious injury or **serious sickness** means:

- 1) (in respect of the additional and/or forfeited expenses benefit and corporate event benefit) a condition (other than pregnancy) of a person, who has not received regular treatment or advice for treatment, undergone tests or taken prescribed medication at the date of commencement of the **journey** and for which a **doctor** or **specialist** certifies that the **insured person** must return:
 - a) as the primary care giver if that person is a **family** member;
 - b) due to the absolutely critical nature and immediate threat to life if that person is a **relative**;
 - c) when that person is the travelling companion who is not a **relative** and without whom the **insured person's journey** cannot continue; or
 - d) when that person is a business partner or co-director and the **insured person** is required to take over that person's business role.
- 2) (in respect of loss of deposits and cancellation expenses benefit) a condition (other than pregnancy) of a person, who has not received regular treatment or advice for treatment, undergone tests or taken prescribed medication at the date of booking of the **journey** and for which a **doctor** or **specialist** certifies that the **insured person** has to:
 - a) remain as the primary care giver if that person is a **family** member;
 - b) remain due to the absolutely critical nature and immediate threat to life if that person is a **relative**; or
 - c) remain when that person is the travelling companion who is not a **relative** and without whom the **insured person's journey** cannot commence.

- 3) (in respect of the alternative employee expenses benefit) an **injury** or **sickness** which entirely prevents the **insured person** from carrying out his or her usual occupation or business and which based on medical evidence is likely to last for at least seven (7) consecutive days.

Sickness means any illness, disease or syndrome suffered by **you** whilst within the **period of insurance** but does not include a terminal condition suffered by **you** diagnosed prior to the **effective date of cover**.

Specialist means a **doctor** recognised for their experience, qualifications and training in a particular branch of medicine or surgery or in the treatment of a specific bodily **injury** or **sickness**, to whom you have been referred by another **doctor**.

Sum insured means the maximum amount **we** will pay under a **benefit** for any one **insured person**, for any one **event**.

Temporary partial disablement means where in the opinion of a **doctor** or **specialist**:

- 1) if the **insured person** continues to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in a substantial part of their usual **occupation** or business duties resulting in more than a 25% loss of **income** earned prior to the relevant **injury** or **sickness**; or
- 2) if the **insured person** ceases to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in at least 25% of any **occupation** for which they may be suited by way of their education, training or experience.

In both instances the **insured person** must be under the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

Temporary total disablement means where in the opinion of a **doctor** or **specialist**:

- 1) if the insured person continues to be employed by the policyholder, the insured person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties; or
- 2) if the insured person ceases to be employed by the policyholder, the insured person is temporarily unable to engage in any **occupation** for which they may be suited by way of their education, training or experience.

In both instances the **insured person** must be under the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Tooth or **teeth** means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants, crowns, prosthetic teeth and dental fillings.

Travel and accommodation expenses means reasonable and necessary expenses and charges incurred for transportation and/or accommodation which **we** have authorised prior to the commencement of the transportation and/or the accommodation period. It does not include any expenses for which the **policyholder** or **insured person** have originally budgeted.

Travel documents means travel tickets, passports, entry permits, visas and other similar documents in the possession and control of the **insured person**.

Unattended means (but not limited to), when an item is not on the **insured person** at time of **loss**, theft or their travelling companion and left in a position to have any reasonable prospect of preventing its theft or where it can be taken without the knowledge of the **insured person**.

Unexpected death means death which occurs fortuitously, was unforeseeable and unexpected and does not include the death of a terminally ill person unless the death is due to an unrelated cause.

War or related risks means **war**, invasion, act of foreign enemies, hostilities (whether war be declared or not), **civil war**, rebellion, revolution, insurrection, military or usurped power.

We, our, us, insurer means Agile Underwriting Services Pty Ltd (AGILE) on behalf of Certain Underwriters at Lloyd's led by Agile Syndicate 2427, managed by Asta Managing Agency Ltd.

You, your or yourself means the **insured person** and/or **policyholder** named in the **policy schedule**.

1. WHAT YOU ARE COVERED FOR

The cover provided is subject to the terms, conditions and exclusions contained in this **policy** document.

Please note that other documents that make up the **policy**, such as the **policy schedule**, may amend the standard terms, conditions and exclusions contained in this **policy** document.

The General Conditions and Provisions and General Exclusions of this **policy** apply to all **benefits** of this **policy** in addition to the specific Conditions and Exclusions of the **benefit**.

2. STANDARD BENEFITS

The following standard benefits form **your** standard cover with **us**. **You** can choose to add optional benefits to tailor **your** cover, which can be found in the 'Option benefits' section of this **policy**.

Weekly injury benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in either **temporary total disablement** or **temporary partial disablement** and a **doctor** or **specialist** certifies this, and as a direct consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding **injury benefit** shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Weekly sickness benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer a **sickness** resulting in either **temporary total disablement** or **temporary partial disablement** and a **doctor** or **specialist** certifies this, and as a direct consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding **sickness benefit** shown on **your policy schedule** current at the time of the **sickness**.

Conditions applicable to weekly injury and sickness benefits

- 1) Any payable **event** claimed must occur within twelve (12) months of the date of **injury** or **sickness**.
- 2) Any weekly **benefit** will be paid after the **excess period** has elapsed.
- 3) **We** will stop paying weekly **benefits** if the **insured person** commences any new **occupation** while he or she is receiving weekly **benefits**.
- 4) **We** will stop paying weekly **benefits** when the **insured person** becomes entitled to a **benefit** for **permanent total disability**.
- 5) **We** will not pay **temporary total disablement** or **temporary partial disablement** for more than one (1) **injury** or **sickness** at any one time.
- 6) Any payable **benefit** shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, Statutory Compensation (or any ordinance or any other

legislation having similar effect) entitlement for incapacity for work or any other payment which the **insured person** is entitled to receive for disability from any other insurance policy, except where this condition would contravene Section 45 of the *Insurance Contracts Act 1984*.

7) Successive periods of total disablement:

- a) resulting from the same **injury**; and
- b) which are not separated by a return to active full-time employment for six (6) months or more;

will be considered as one (1) period of partial or total disablement.

8) We will not pay temporary total disablement:

- a) which commences or recurs after the expiry of this **policy**, or
- b) when the **insured person** is on unpaid leave or on maternity leave.

9) The **policyholder** and any **insured person** must provide **us** with written notice if the **policyholder** or any **insured person** take out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the **insured persons income**.

Exclusions applicable to weekly injury and sickness benefits

- 1) No **benefit** is payable for any period where the **insured person** is receiving or is entitled to receive sick leave payments.
- 2) No cover is provided for weekly sickness benefit for an **insured person** who has attained the age sixty-five (65) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Death and capital benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Accidental Death	100%
Disappearance	100%
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%

Event	Percentage of benefit payable
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
a) Both eyes	100%
b) One (1) eye	50%
Permanent total loss of use of:	
a) Two (2) limbs	100%
b) One (1) limb	50%
Permanent total loss of use of:	
a) The lens in both eyes	100%
b) The lens in one (1) eye	50%
Permanent total loss of use of:	
a) The hearing in both ears	100%
b) Hearing in one (1) ear	50%
Permanent total loss of use of four (4) fingers and thumb of either hand	80%
Permanent total loss of use of four (4) fingers of either hand	60%
Permanent total loss of use of one (1) thumb of either hand:	
a) Both joints	30%
b) One (1) joint	15%
Permanent total loss of use of fingers of either hand:	
a) Three (3) joints	10%
b) Two (2) joints	8%
c) One (1) joint	5%
Permanent total loss of use of toes of either foot:	
a) Three (3) joints	10%
b) Two (2) joints	8%
c) One (1) joint	5%
Burns:	
a) Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
b) Second degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	25%

Event	Percentage of benefit payable
Permanent disablement not otherwise provided for under the above mentioned events .	10%

A percentage as determined by the reasonable opinion of not less than three (3) **doctors** or **specialists**, the first shall be the **insured persons** treating **doctors** or **specialists** and the other two (2) shall be appointed by **us**. If there is disagreement between the **doctors** or **specialists**, then the percentage to be awarded shall be taken as the average of the three (3) opinions.

If an **insured person** is exposed to the elements as a result of sustaining an **injury** and suffers from any of the **events** within twelve (12) consecutive days as a direct result of that exposure, **we** will treat that **event** as if it were caused by an **injury** for the purposes of this **policy**.

If an **insured person** disappears and after twelve (12) consecutive days following the sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the **insured person** was travelling, and it is reasonable for **us** to believe that the **insured person** has died to an **injury**, **we** will assume that the **insured person** has suffered the insured **event death**.

Conditions applicable to death and capital benefits

- 1) Any payable **event** claimed must occur within twelve (12) months of the date of **injury**.
- 2) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury**.
If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.
- 3) Any payment of the **disappearance event** as a result of this cause is subject to receipt of a signed undertaking by the beneficiaries of the **insured person** that any payment for this **event** shall be refunded if it is later demonstrated that the **insured person** did not die as a result of an **injury**.
- 4) The maximum amount payable for this **benefit** in any one **period of insurance** for any one (1) **insured person** is the amount stated in the **policy schedule** against 'Death and capital benefits'.

Exclusions applicable to hospitalisation overseas expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Broken bones benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Neck or spine (full break)	100%
Neck or spine (not being a full break)	50%
Pelvis girdle (hip bone)	25%
Skull, shoulder blade	10%
Collar bone, upper leg	10%
Upper arm, kneecap, forearm, elbow	7.5%
Lower leg, jaw, wrist, cheek, ankle, hand, foot	5%
Ribs	5%
Fingers, thumb, toe	2.5%

Conditions applicable to broken bones benefit

- 1) The maximum **benefit** payable for any one (1) **injury** is the amount shown in the **policy schedule** against 'Broken bones benefit'.
- 2) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury**. If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.
- 3) If **you** have been diagnosed as having osteoporosis prior to the commencement date, any broken bone(s) suffered will not be covered. If **you** are diagnosed as having osteoporosis after the commencement date, any broken bone(s) resulting from the first **event** are covered, but any broken bone(s) resulting from any subsequent **events** will not be covered.

Exclusions applicable to hospitalisation overseas expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Medical and medical evacuation expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** or **sickness** outside **your country of domicile** and as a result incur:

- Medical Expenses
- Medical Evacuation Expenses
- On-going Medical Expenses
- Dental Services (Emergency) Expenses
- Expenses for repairing dentures

We will pay or reimburse **you** for the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Medical and medical evacuation expenses benefit'.

Conditions applicable to medical and medical evacuation expenses benefit

- 1) Agile or Fullerton Health Assistance must be contacted for authorisation or approval as soon as reasonably practicable of any potential claim under this **benefit** and in the event **you** are admitted to **hospital** or where **medical expenses** are likely to exceed five thousand (\$5,000) dollars. If Agile or Fullerton Health Assistance are not contacted, then **our** liability will be limited to the amount **we** would have incurred had Agile or Fullerton Health Assistance been informed of the potential claim under this **benefit**.
- 2) **Medical expenses** and **on-going medical expenses** must be incurred within twelve (12) months from the date the first expense was incurred.
- 3) Cover for repair of dentures is only provided if the damage to the dentures was caused by an **injury**.
- 4) Any **on-going medical expenses** incurred after **you** have returned to **your country of domicile** (with the exception of Australia) must first be claimed against any government sponsored fund, plan or medical benefit scheme.
- 5) Any **on-going medical expenses** payments are subject to the local legislation in **your country of domicile**.
- 6) Emergency evacuation will be to the most suitable **hospital** or to **your country of domicile**.
- 7) Emergency evacuation must be recommended by a **doctor** or **specialist** and prior approval for emergency evacuation must be obtained from Fullerton Health Assistance.
- 8) Cover for **dental services (major) expenses** is only provided in relation to all reasonable costs necessarily incurred outside **your country of domicile** for emergency dental treatment given by a **dental practitioner** to restore or replace sound, natural **teeth** lost or damaged as a result of an **injury**, or to resolve the acute, spontaneous and unexpected onset of pain.

Exclusions applicable to medical and medical evacuation expenses benefit

- 1) No cover is provided for expenses recoverable by **you** (subject to Section 45 of the *Insurance Contracts Act 1984*) from any other source to the extent to which they are so recoverable.
- 2) No cover is provided for expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the **journey**, which **you** have been advised to continue whilst on a **journey**.
- 3) No cover is provided for expenses incurred for routine medical, optical or dental treatment or consultation.
- 4) No cover is provided for expenses incurred directly or indirectly in relation to **your** terminal condition which was diagnosed by a **doctor** or **specialist** prior to the **journey** commencing.

- 5) No cover is provided for expenses for non-medical incidental services including but not limited to mobile telephone data and downloads, data streaming, international newspapers and magazines.

Hospitalisation overseas expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** or **sickness** which results in **you** being admitted as an in-patient to a **hospital**, **we** will pay or reimburse **you** for the reasonable expenses incurred in accordance with the terms set out in this **benefit**.

We will pay the amount shown in the **policy schedule** against 'Hospitalisation overseas expenses benefit' for each completed twenty-four (24) hours of continued hospitalisation.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Hospitalisation overseas expenses benefit'.

Conditions applicable to hospitalisation overseas expenses benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to hospitalisation overseas expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Repatriation of mortal remains / funeral expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** die outside **your country of domicile** and subsequently the **policyholder**, **your partner** or **dependent child(ren)** incurs expenses for:

- 1) cremation or a funeral for the deceased **insured person** if the body is buried/cremated at the place of death; or
- 2) repatriation of the **insured person's** body or ashes to their home address.

We will pay or reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Repatriation of mortal remains / funeral expenses benefit'.

Conditions applicable to mortal remains / funeral expenses benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to mortal remains / funeral expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Repatriation of belongings benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** have a valid claim under:

- 1) death and capital benefits for death; or
- 2) medical and medical evacuation expenses for medical evacuation; or
- 3) political risk, natural disaster and personal safety evacuation expenses;

and as a result **you** incur reasonable and necessary expenses related to the return of **your baggage** and/or **business property** or **electronic equipment** to **you** or **your** principal residence or place of business, **we** will pay or reimburse the reasonable expenses incurred in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Repatriation of belongings benefit'.

Conditions applicable to repatriation of belongings benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to repatriation of belongings benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Loss of deposits and cancellation expenses benefit

If, during the **period of insurance**, **you** are required to alter or cancel a **journey** prior to its commencement as a result of:

- 1) **your unexpected death**, or an **injury** or **sickness** which results in **you** being unable to commence the **journey** as planned;
- 2) the **unexpected death**, or **injury** or **sickness** of a **family** member, **relative** or **your** travelling companion;
- 3) **your** principal residence or place of business suffering severe damage;

- 4) any other unforeseeable circumstance outside of **your** the control;

and as a result, incur expenses related to such alteration or cancellation, **we** will pay or reimburse **you** for the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Loss of deposits and cancellation expenses benefit'.

Conditions applicable to loss of deposits and cancellation expenses benefit

- 1) A **doctor** or **specialist** must certify, in the form of a medical letter, that **you** are unable to continue the **journey** as planned as a result of **your unexpected death, injury or sickness**.
- 2) Cover only applies if local authorities require **you** be present at the principal place of residence or place of business as a result of the severe damage.
- 3) **You** must comply with the terms and conditions of all issued tickets, passes and vouchers.
- 4) Where **you** have incurred both additional expenses as well as forfeited expenses, only the greater of each expense shall be payable under this **policy**.
- 5) **You** must not attempt to resolve problems encountered without advising Fullerton Health Assistance as this may prejudice reimbursement of expenses.
- 6) Fullerton Health Assistance must be informed as soon as reasonably practicable if a potential claim for any additional expenses under this **benefit** are likely to exceed five thousand (\$5,000) dollars.

Exclusions applicable to loss of deposits and cancellation expenses benefit

- 1) No cover is provided for frequent flyers points or similar reward points that have been used either in full or in part, to pay for the **business trip** including any **incidental travel**.
- 2) No cover is provided for the death of a **relative** with a known short life span as a consequence of a previous or existing medical condition.
- 3) No cover is provided if **you** or any other person have any business obligations, financial obligations or contractual obligations.
- 4) No cover is provided for 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**.
- 5) No cover is provided for the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, vehicle rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.

- 6) No cover is provided for any expenses that are recoverable by **you** from any other source (to the extent permitted by law).
- 7) No cover is provided for cancellation, curtailment or diversion of scheduled public transport services and/or **war or related risks** if there had been prior warning in the mass media before the date of booking or commencement of the particular **journey** that such **events** were likely to occur during the **journey**.
- 8) No cover is provided for any change of plans or disinclination to travel by **you** or any other person travelling on the **journey**.

Baggage benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer a theft, **loss** or damage of **your baggage, business property, money, travel documents** or **electronic equipment**, **we** will reimburse **you** in respect to such theft, **loss** or damage in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Baggage benefit', with sub-limits for 'Money' and 'Electronic equipment'.

Dispossession of baggage

If during the **period of insurance** and occurring during the **scope of cover**, **your baggage** and/or **business property** is delayed, misdirected or temporarily mislaid by any transport carrier for more than seven (7) consecutive hours, **we** will reimburse **you** the reasonable expenses incurred in purchasing essential clothing and toiletries in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against sublimit 'Dispossession of baggage'.

Conditions applicable to baggage benefit

- 1) Where **we** have replaced damaged goods, the salvage remains **our** property. If **we** replace or pay cash for lost or stolen goods, and those goods are subsequently recovered, then **we** may seek recovery of those goods.
- 2) **You** must report any theft, **loss** or damage of **baggage, business property, money, travel documents** or **electronic equipment** to either the police, transport carrier or other local authorities as soon as reasonably practicable and ensure that a written report is available at the time of making any claim.
- 3) Any essential items purchased will be off-set against any subsequent claim where a total or partial **loss** of the **baggage** and/or **business property** is made for the same **journey**.

- 4) **You** must report any theft or **loss** of a mobile phone to the service provider to have the device blocked using IMEI number and provide confirmation from the service provider when submitting a claim.
- 5) **You** must substantiate **your loss** and provide receipts of purchase of articles claimed for.
- 6) **You** must substantiate **your loss** and provide withdrawal confirmation of **money** lost or stolen.
- 7) **You** must take all reasonable precautions for the safety and supervision of **your baggage, business property, money, travel documents** or **electronic equipment**.
- 8) At **our** discretion, **we** will have the option to:
 - a) reimburse the cost of the articles at the cost of the replacement item in cash;
 - b) where the article is **business property**, **we** may assess the value in accordance with its current written-down book value;
 - c) where an article has been superseded or is no longer available for purchase, **we** will apply depreciation as determined by **us**, taking into account the age of the article and its current market value;
 - d) replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new; or
 - e) repairing the articles to the same condition as at the commencement of the **journey**.

Exclusions applicable to baggage benefit

- 1) No cover is provided for damage to **baggage, business property** and/or **electronic equipment** as a result of wear and tear, deterioration, atmospheric or climatic conditions, mechanical or electrical breakdown, product defect, malfunction or failure, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration. Scratching or breaking of fragile or brittle articles if as a result of **your** negligence.
- 2) No cover is provided for any damage to or **loss** of **baggage, business property, money, travel documents** or **electronic equipment** as a result of theft or attempted theft which occurs:
 - a) whilst left **unattended** unless securely locked inside a building (e.g. hotel, apartment, etc.) or securely locked and out of sight inside an aircraft, motor vehicle or vessel (where no reasonable alternative secure storage is available); or
 - b) left **unattended** in a public place.
- 3) No cover is provided for theft, **loss** or damage to jewellery, **money** or **electronic equipment** whilst placed in the storage hold of any aircraft, vehicle or vessel, unless the operator of the aircraft, vehicle or vessel prohibits **you** from carrying the item as 'carry-on' **baggage**, in which case such items must be reasonably and adequately packaged to protect and prevent theft, **loss** or damage.
- 4) No cover is provided for damage to or **loss** of **baggage, business property, money, travel documents** or **electronic equipment** as a result of confiscation by quarantine, customs

regulations or by order of any government or public authority or losses due to devaluation of currency.

- 5) No cover is provided for **money** greater than the amount allowed by any applicable currency regulation at the time of commencement of the **journey**.
- 6) No cover is provided for damage or **loss of baggage, business property or electronic equipment** as a result of being placed in checked baggage where the carriers' conditions of carriage stipulate those items should not be placed in checked baggage.
- 7) No cover is provided for theft, **loss** or damage to **baggage, business property or electronic equipment** which is recoverable by the **policyholder** (subject to Section 45 of the *Insurance Contracts Act 1984*) or by the **insured person** from any other source to the extent to which they are so recoverable (e.g. airline tour operators or other domestic or travel insurance policies).

Missed transport connection benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** miss a transport connection due to any unforeseen **event** outside of **your** control, and as a result **you** are likely to miss an officially scheduled meeting or conference which cannot be delayed because of **your** late arrival, **we** will reimburse **you** the reasonable extra expenses actually and necessarily incurred (net of any recoveries to which **you** are entitled from any carrier), to enable **you** to use alternative scheduled public transport services and arrive at **your** destination on time, in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Missed transport connection benefit'.

Conditions applicable to missed transport connection benefit

- 1) Only expenses incurred for scheduled public transport are covered.
- 2) Only missed transportation that was booked prior to the commencement of the **journey** is covered.

Exclusions applicable to missed transport connection benefit

- 1) No cover is provided if the expenses were incurred directly or indirectly as a result of:
 - a) cancellation, curtailment or diversion of scheduled public transport services and/or **war or related risks** if there had been prior warning in the mass media before the date of booking or commencement of the particular **journey** that such **events** were likely to occur during the **journey**; or
 - b) carrier-caused delays where the expense is recoverable from the carrier; or

- c) **your** or any other person's business obligations, financial obligations or contractual obligations; or
 - d) **you** or any other person changing plans or disinclination to travel; or
 - e) the inability of any tour operator or wholesaler to complete arrangements for any tour due to deficiency in the required number of persons to commence any tour or **journey**.
- 2) No cover is provided if **you** have travelled against the advice of a **doctor** or **specialist** or when **you** are unfit to undertake the **journey** according to a **doctor** or **specialist**.

Accommodation expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** have a valid claim under this **policy** against 'Political risk, natural disaster and personal safety evacuation expenses' which results in **you** being relocated to a country which is not **your country of domicile** and as a result incur reasonable **accommodation expenses**, **we** will pay or reimburse **you** in accordance with the terms set out in this **benefit**.

The maximum amount **we** will pay per day of temporary relocation is shown in the **policy schedule** against 'Accommodation expenses benefit'.

Conditions applicable to accommodation expenses benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to accommodation expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Overbooked flight benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available within ten hours (10) hours of the scheduled departure time, **we** will reimburse **you** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Overbooked flight benefit'.

Conditions applicable to overbooked flight expenses benefit

- 1) If alternative transport is made available within ten (10) hours of the scheduled departure time, **you** must utilise that transport option.

- 2) Any payable **benefit** shall be reduced by any amount of compensation **you** receive from the air carrier or any other source.

Exclusions applicable to overbooked flight expenses benefit

- 1) No cover is provided if the expenses were incurred directly or indirectly as a result of cancellation, curtailment or diversion of scheduled public transport services or **war or related risks**, if there had been prior warning in the mass media before the date of booking or commencement of the particular **journey** that such **events** were likely to occur during the **journey**.

Additional and/or forfeited expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** necessarily incur reasonable unbudgeted additional or forfeited **travel and accommodation expenses** and/or reasonable out-of-pocket expenses due to:

- 1) **your unexpected death, serious injury or serious sickness** which results in **you** being certified by a **dental practitioner, doctor or specialist** as being unable to continue the **journey** as planned; or
- 2) the **unexpected death, serious injury or serious sickness** of a close **relative** or **your** travelling companion; or
- 3) **you** sustain an **injury or sickness** during the **journey**, and it is deemed necessary for up to two (2) people inclusive of any **accompanying** persons to travel to, or remain with or escort **you** directly back to the point of origin of the **journey**; or
- 4) any other unforeseen circumstance outside of **your** control.

We will reimburse **you** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Additional and/or forfeited expenses benefit'.

Conditions applicable to additional and/or forfeited expenses benefit

- 1) A **dental practitioner, doctor or specialist** must certify that **you** are unable to continue the **journey** as planned as a result of the **unexpected death, injury or sickness**.
- 2) A **dental practitioner, doctor or specialist** must provide written advice of any necessary expenses.
- 3) Fullerton Health Assistance must be informed as soon as reasonably practicable if a potential claim for any additional **travel and accommodation expenses** under this **benefit** are likely to exceed five thousand (\$5,000) dollars.

- 4) Where **you** have incurred both additional expenses as well as forfeited expenses, only the greater of each expense shall be payable under this **policy**.
- 5) **You** must comply with the terms and conditions of all issued tickets, passes and vouchers.
- 6) **You** must not attempt to resolve problems encountered without advising Fullerton Health Assistance as this may prejudice reimbursement of expenses.

Exclusions applicable to additional and/or forfeited expenses benefit

- 1) No cover is provided if **your relative** or travelling companion in question had attained the age of ninety-five (95) or older at the time of the **event**.
- 2) No cover is provided for carrier-caused delays where the expenses are recoverable from the carrier.
- 3) No cover is provided if **you** or any other person have any business obligations, financial obligations or contractual obligations.
- 4) No cover is provided if **you** have travelled against the advice of **dental practitioner, doctor or specialist** or when **you** are unfit to undertake the **journey** according to a **dental practitioner, doctor or specialist**.
- 5) No cover is provided for expenses incurred directly or indirectly as a result of cancellation, curtailment or diversion of scheduled public transport services or **war or related risks** if there had been prior warning in the mass media before the date of booking or commencement of the particular **journey** that such events were likely to occur during the **journey**.
- 6) No cover is provided for the death of a **relative** with a known short life span, as a consequence of a previous or existing medical condition.
- 7) No cover is provided for the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, vehicle rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.
- 8) No cover is provided for 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**.
- 9) No cover is provided for any expenses that are recoverable by **you** from any other source (to the extent permitted by law).
- 10) No cover is provided for any change of plans or disinclination to travel by **you** or any other person travelling on the **journey**.

Kidnap, detention, extortion and ransom benefit

If, during the **period of insurance** and occurring within the **scope of cover**, you are **kidnapped**, illegally **detained** or receive an **extortion** threat and as a result incur a **definitive net loss**, we will reimburse the **definitive net loss** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Kidnap, detention, extortion and ransom benefit'.

Conditions applicable to kidnap, detention, extortion and ransom expenses benefit

- 1) Fullerton Health Assistance must be involved in any **kidnap, detention, extortion** or **ransom** situation.
- 2) The **policyholder** must take all reasonable precautions to protect the confidentiality of the cover provided under this **benefit**.
- 3) In the **event** of a **kidnapping, detention** or **extortion** threat, the **policyholder** must make every reasonable effort to give immediate notice to Fullerton Health Assistance and Agile.
- 4) No monies will be payable by **us** unless **ransom** monies have been paid by the **policyholder**.
- 5) The **policyholder** must do all things necessary to prosecute any person who has acted fraudulently or in collusion with any other person with respect to any cover provided under this **benefit**.
- 6) In the **event** of **your** reported **kidnapping** or other **event** that is or may be covered under this **benefit**, the **policyholder** shall make every reasonable effort to determine positively that **you** have been **kidnapped**, are in **detention** or are the recipient of an **extortion** threat and record the serial number of any currency paid to secure **your** release.
- 7) The **policyholder** must comply with the recommendations and instructions issued by Fullerton Health Assistance. The **policyholder** 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 the **policyholder** must comply with the recommendations and instructions issued by any law enforcement agency if this appears to be in the best interest of the person **kidnapped**.

Exclusions applicable to kidnap, detention, extortion and ransom expenses benefit

- 1) No cover is provided for any **ransom** by way of reimbursement where, with respect to the particular **insured person**:
 - a) this type of insurance has been declined in the past;
 - b) this type of insurance has been cancelled or issued with special conditions in the past;
 - c) a **kidnapping** or attempted **kidnapping** has occurred in the past;
 - d) an **extortion** demand has been made against that **insured person** in the past; or

- e) there has been any fraudulent or dishonest act committed by the **policyholder** or **insured person** or any person authorised by the **policyholder** or **insured person**.
- 2) No cover is provided for any losses or damages caused or claimed to be caused by way of interruption to any business.
- 3) No cover is provided for any expenses, fees or damages incurred as a result of any proceedings brought against the **policyholder** as a result of a covered **kidnap, detention, extortion** or **ransom event**.
- 4) No cover is provided for any loss from the **kidnap, detention, extortion** or **ransom** of an **insured person** permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where the **kidnap, detention, extortion** or **ransom** occurs, unless otherwise agreed by **us** in writing, prior to the commencement of the **journey**.

Hijack benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are prevented from reaching **your** scheduled destination as a result of a hijacking of an aircraft which **you** are travelling on, **we** will pay **you** in accordance with the terms set out in this **benefit**.

We will pay the amount shown in the **policy schedule** against 'Hijack benefit' for each completed twenty-four (24) hours of continued hijacking.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Hijack benefit'.

Conditions applicable to hijack benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to hijack benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Illegal detention benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are arrested and held in **detention** by any government or foreign power without any subsequent formal charges being laid, **we** will pay **you** in accordance with the terms set out in this **benefit**.

We will pay the amount shown in the **policy schedule** against 'Illegal detention benefit' for each completed twenty-four (24) hours of continued illegal **detention**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Illegal detention benefit'.

Conditions applicable to illegal detention expenses benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to illegal detention expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Identity theft extension benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are the victim of **identity theft** as a result of **your baggage** being stolen and incur reasonable expenses for legal services to:

- 1) pursue closure of any disputed areas, accounts or credit facilities;
- 2) re-submit applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information;
- 3) notarise affidavits or other similar documents, amending or rectifying records in regard to **your** true name or identity; and
- 4) remove any civil judgment wrongfully entered against **you**.

We will reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Identity theft extension benefit'.

Conditions applicable to identity theft extension benefit

- 1) Our written agreement must be obtained prior to the commencement of any legal services.

Exclusions applicable to identity theft extension benefit

- 1) No cover is provided for expenses for any item which has been purchased by fraudulent use of **your** identity.
- 2) No cover is provided for expenses for any loss arising from any business pursuits or the theft of a commercial identity.
- 3) No cover is provided for expenses for any loss or liability arising from the use of any vehicle bought, leased or hired by fraudulent use of **your** identity, where civil or criminal action is, or has been taken against **you**.
- 4) No cover is provided for expenses for authorised charges that **you** have disputed based on the quality of goods or services.
- 5) No cover is provided for expenses for theft of **your** identity by any **family** member who lives with **you** at **your** home address.

- 6) No cover is provided for expenses for any costs or expenses in connection with any claim not agreed in advance by **us**.
- 7) No cover is provided for expenses for authorised account transactions or trades that **you** have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.
- 8) No cover is provided for expenses for an incident where **you** have not lodged a report with the police and/or cannot provide a copy of the police report.
- 9) No cover is provided for expenses for any amount from fraudulent use of stolen debit or credit cards where the financial institution issuing those cards has reimbursed or refunded the amount to **you**.

Corporate event benefit

If, during the **period of insurance**, a person who is not an **insured person**, travels internationally as an invited guest of the **policyholder** to an event(s) organised and/or hosted by the **policyholder** and after the commencement of such travel is required to alter, cancel or curtail their travel due to:

- 1) the unexpected death or serious injury or serious sickness of their family member, relative or travelling companion;
- 2) their principal residence or place of business suffering severe damage; or
- 3) any other unforeseeable circumstance outside of their control;

and as a result, incurs **travel and accommodation expenses** and/or reasonable essential expenses related to such alternation, cancellation or curtailment, **we** will reimburse the reasonable expenses incurred in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Corporate event benefit'.

Conditions applicable to corporate event benefit

- 1) A **doctor** or **specialist** must certify that the person is unable to continue the **journey** as planned as a result of **unexpected death** or **serious injury** or **serious sickness**.
- 2) Cover only applies if local authorities require that the person be present at the principal place of residence or place of business as a result of the severe damage.
- 3) The **policyholder** and/or **person** must not attempt to resolve problems encountered without advising Fullerton Health Assistance as this may prejudice reimbursement of expenses.
- 4) Fullerton Health Assistance must be informed as soon as reasonably practicable if a potential claim for any additional **travel and accommodation expenses** under this **benefit** are likely to exceed five thousand (\$5,000) dollars.

- 5) Where the person has incurred both additional expenses as well as forfeited expenses, only the greater of each expense shall be payable under this **policy**.
- 6) The **policyholder** and/or person must comply with the terms and conditions of all issued tickets, passes and vouchers.

Exclusions applicable to corporate event benefit

- 1) No cover is provided for the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, vehicle rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.
- 2) No cover is provided for any business obligations, financial obligations or contractual obligations of the **policyholder** or any other person.
- 3) No cover is provided for any changes of plans or disinclination to travel by either the **policyholder** or any other person travelling on the **journey**.
- 4) No cover is provided for 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**.
- 5) No cover is provided for any expenses that are recoverable by the **policyholder** and/or person from any other source (to the extent permitted by law).
- 6) No cover is provided for cancellation, curtailment or diversion of scheduled public transport services or **war or related risks** if there had been prior warning in the mass media before the date of booking or commencement of the particular **journey** that such **events** were likely to occur during the **journey**.
- 7) No cover is provided for the death of a **relative** with a known short life span as a consequence of a previous or existing medical condition.

Extra territorial workers compensation benefit

If, during the **period of insurance** and whilst on a **journey** you suffer an **accidental death, injury** or **sickness**, and the **policyholder** incurs liability to pay:

- 1) Compensation benefits consequently payable under any worker's compensation legislation which provides benefits to injured workers or their dependents for **accidental death, injury** or **sickness** arising out of or in the course of their employment.
- 2) Damages consequently payable at common law except where the entitlement arises solely under any statute.

We will indemnify the **policyholder** against the **policyholder's** liability for compensation and damages in respect to any one **insured person** and in accordance with the terms set out in this **benefit**, including:

- 1) In the case of a claim for compensation, the difference between the amount so payable and the amount which the **insured person** or his or her dependents are entitled to claim under any Workers' Compensation legislation, but not to exceed the amount shown in the **policy schedule** against "Extra territorial workers' compensation" for all claims for compensation with respect to any one **insured person** and with respect to all **insured persons** during the **period of insurance**.
- 2) In the case of a claim for damages at common law, the difference between the damages and law costs payable by the **policyholder** and the amount of indemnity to which the **policyholder** would have been entitled under any Workers' Compensation legislation, but not to exceed the amount shown in the **policy schedule** against "Extra territorial workers' compensation" for all damages payable with respect to the death, personal **injury** or occupational disease of any one **insured person** and with respect to the death, personal **injury** or occupational disease of all **insured person's** occurring during the **period of insurance**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Extra territorial workers compensation benefit'.

Conditions applicable to extra territorial workers compensation benefit

- 1) This **benefit** only applies with respect to **insured persons** who are employees of the **policyholder** and with respect to persons who are deemed by any applicable Workers' Compensation legislation to be workers employed by the **policyholder**, who are employed in Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia.
- 2) During the **period of insurance**, the **policyholder** must maintain an in-force Australian Workers' Compensation insurance cover as required by the law of any state or territory which applies to the employment of employees by the **policyholder**.
- 3) This **benefit** only applies whilst an **insured person** is working on a temporary basis but not exceeding one hundred and eighty (180) days outside the state or territory in which his or her usual place of employment or employment base is located.
- 4) The **policyholder** must make available to **us** all information and documentation in the **policyholder's** possession relating to any claim submitted by any **insured person**.
- 5) The **policyholder** must authorise its Workers' Compensation insurer(s) upon request to make available to **us** all such information and documentation as **we** may reasonably require.

Exclusions applicable to extra territorial workers compensation benefit

- 1) No cover is provided for exemplary, punitive or aggravated damages.

Alternative employee / resumption of journey expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you**:

- 1) unexpectedly die; or
- 2) **you** have a claim that **we** accept against this **policy** under loss of deposit and cancellation expenses; or
- 3) **you** suffer a **serious injury** or **serious sickness** which entirely prevents **you** from completing the business commitments and objectives;

and as a result, the **policyholder** incurs alternative employee expenses or resumption of journey expenses, **we** will reimburse the **policyholder** any reasonable expenses incurred in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Alternative employee / resumption of journey expenses benefit'.

Conditions applicable to alternative employee / resumption of journey expenses benefit

- 1) Alternative employee expenses shall be limited to:
 - a) an economy return airfare for interstate and intrastate air travel within Australia;
 - b) the same standard of airfare **you** had travelled on or a business class return airfare whichever is the lesser for international air travel outside Australia; and
 - c) essential expenses incurred by the alternative employee including direct transfer from airport to principal residence or place of business using a taxi or legally approved ride sharing service and a maximum of one hundred (\$100) dollars covering meal allowance and a single sim card purchase.
- 2) If a **benefit** is paid for alternative employee expenses, then no **benefit** shall be payable for resumption of journey expenses for the same event.
- 3) Where **you** have returned to your point of origin for non-medical reasons, resumption of journey expenses will only apply where more than fifty (50%) percent of the **journey** remains.

Exclusions applicable to alternative employee / resumption of journey expenses benefit

- 1) No cover is provided for any expenses which the **policyholder** or the original **insured person** had paid or budgeted before the commencement of the **journey**.

Hire vehicle excess benefit

If, during the **period of insurance** and occurring within the **scope of cover**, a **hire vehicle** which is in **your** care is stolen, damaged or involved in a collision and as a result **you** incur expenses for:

- 1) Any applicable excess forming part of the **hire vehicle agreement**.

We will pay or reimburse **you** the expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Hire vehicle excess benefit'.

Conditions applicable to hire vehicle excess benefit

- 1) As part of the arrangement for the rental of the **hire vehicle**, **you** must purchase all compulsory motor vehicle insurance provided by the rental provider, against loss or damage to the **hire vehicle** during the rental period. Provided that the compulsory insurance has been taken up there is no additional requirement under this **policy** to purchase excess buy back.
- 2) **You** must comply with all requirements of the rental provider under the **hire vehicle agreement** and of the insurer under such insurance.
- 3) A copy of the signed **hire vehicle agreement** clearly showing the **hire vehicle excess** amount must be supplied to **us**, at time of claim.
- 4) The **hire vehicle** must be rented for the purpose of the **policyholder's** business.

Exclusions applicable to hire vehicle excess benefit

- 1) No cover is provided for expenses relating to the rental of a **commercial hire vehicle**, recreational vehicle (RV) or camper van.
- 2) No cover is provided for expenses arising from the use of the **hire vehicle** when the vehicle is not covered by comprehensive motor vehicle insurance.
- 3) No cover is provided for expenses relating to any vehicle that is greater than ten (10) years old from the date of manufacture.
- 4) No cover is provided for expenses which are not indemnifiable under the insurance offered by the vehicle hire company because of the application of an exclusion clause.
- 5) No cover is provided for expenses arising from the use of the **hire vehicle** by **you** without holding a valid driver's license for the vehicle in the country the motor vehicle is being operated in.

- 6) No cover is provided for expenses arising from the illegal or criminal use of a **hire vehicle** by **you** including racing and/or time trials of any form.

Private vehicle excess benefit

If, during the **period of insurance** and occurring within the **scope of cover**, whilst under **your** control **your** privately-owned vehicle is:

- 1) stolen or damaged as the result of a **carjacking incident**; or
- 2) involved in a collision for which **you** become legally liable;

and as a result, **you** incur expenses for:

- 1) any applicable excess forming part of **your** comprehensive vehicle policy of insurance.

We will pay or reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Private vehicle excess benefit'.

Conditions applicable to private vehicle excess benefit

- 1) at time of claim, receipts (or copies) for the amount of the excess paid and the name of the firm which carried out the repairs on **your** privately-owned vehicle, must be provided to **us**; and
- 2) at time of claim, a letter from **your** privately-owned vehicle insurer stating the amount of the excess paid, must be provided to **us**.

Exclusions applicable to private vehicle excess benefit

- 1) No cover is provided for expenses caused or contributed to by the operation of the vehicle in breach of the provisions of the comprehensive vehicle policy of insurance.
- 2) No cover is provided for expenses arising from the use of the vehicle when the vehicle is not covered by comprehensive motor vehicle insurance.
- 3) No cover is provided for expenses arising from **your** illegal or criminal use of the vehicle including racing and/or time trials of any form.
- 4) No cover is provided for expenses involving to any vehicle that is greater than ten (10) years old from the date of manufacture.
- 5) No cover is provided for expenses arising from **your** use of the vehicle without holding a valid driver's license within the country the motor vehicle is being operated in.
- 6) No cover is provided for expenses which are legally recoverable from any other policy or source to the extent permitted by law.

Personal liability benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are involved in an **accident**, resulting in **you** becoming legally liable for damages, compensation and/or legal expenses for:

- 1) **injury** (including death) of any person; or
- 2) loss of or damage to tangible property of any person.

We will indemnify **you** for **your** legal liability for damages, compensation and/or legal expenses, in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Personal liability'.

Conditions applicable to personal liability benefit

- 1) **You** must not admit fault or liability, promise, payment or indemnity to any other person without **our** written consent which can be applied for by contacting Fullerton Health Assistance.
- 2) **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim.
- 3) **We** shall have full discretion in the handling of any proceedings.
- 4) **We** may at any time pay to **you**, in connection with any claim or series of claims arising from the one original cause, the amount shown in the **policy schedule** against 'Personal Liability', (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, **we** shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Exclusions applicable to personal liability benefit

- 1) No cover is provided for any liability directly or indirectly arising out of or in connection with death, **injury** to or **loss** of or damage to property owned by or in the control of:
 - a) **you** or **family** member(s) ordinarily residing with **you**; or
 - b) **your** employee arising out of or during the course of their employment.
- 2) No cover is provided for any liability directly or indirectly arising out of or in connection with loss of or damage to property owned by or in the control of **you** or any **family** member(s) ordinarily residing with **you**.
- 3) No cover is provided for any liability directly or indirectly arising out of or in connection with judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia or the country in which the **event** occurred giving rise to **your** liability.

- 4) No cover is provided for any liability directly or indirectly arising out of or in connection with loss of or damage to property or bodily **injury**, arising out of **your** business, trade or professional activities or advice given by **you**.
- 5) No cover is provided for any liability directly or indirectly arising out of or in connection with loss of or damage to property or **injury**, arising out of **your** ownership, possession, or use of any mechanically propelled vehicle (excluding golf buggies and motorised wheelchairs), aircraft, aerial device or watercraft where **you** are the owner, driver or pilot thereof or where the driver or pilot is **your** employee or agent.
- 6) No cover is provided for any liability directly or indirectly arising out of or in connection with any contract unless such liability would have arisen in the absence of that contract.
- 7) No cover is provided for any liability directly or indirectly arising out of or in connection with consequential loss of any kind.
- 8) No cover is provided for any liability directly or indirectly arising out of or in connection with any claim for exemplary, punitive or aggravated damages.

Political risk, natural disaster and personal safety evacuation expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are on a **journey** in a country or region outside **your country of domicile**:

- 1) the government of **your country of domicile** issues a travel warning recommending that certain categories or persons (including the **insured person**) should leave that country or region;
- 2) **you** are expelled or declared persona non grata in, that country or region;
- 3) a major natural disaster such as earthquake, volcanic eruption, cyclone, typhoon, tornado, flooding or extremely severe weather conditions has occurred in the country or region **you** are in necessitating in **your** immediate evacuation in order to avoid risk of personal **injury** or **sickness**;
- 4) a security threat such as **war or related risks**;
- 5) there is a wholesale seizure, confiscation or expropriation of the **policyholder's** or **your** property, plant or equipment; or
- 6) there is in an emergency situation where **your** personal safety and security is at risk;

and **you** subsequently incur expenses for:

- 1) transportation to the nearest point of safety; and/or
- 2) assistance reasonably required to remove **you** from a situation where **your** personal safety and security is at risk.

We will pay or reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Political risk, natural disaster and personal safety evacuation expenses'.

Conditions applicable to political risk, natural disaster and personal safety evacuation expenses benefit

- 1) If evacuation or assistance to leave is required from the country or region **you** are in, Fullerton Health Assistance must be contacted prior to confirm cover. Where possible Fullerton Health Assistance will make all travel arrangements and in all cases Fullerton Health Assistance will decide where to send **you**.
- 2) The maximum amount **we** will pay for transportation for any one **insured person** is the cost of a business class airfare to the destination that Fullerton Health Assistance deems suitable for the situation.
- 3) **We** retain the right to decline to provide those assistance for any **insured person** where Fullerton Health Assistance reasonably determines that performing such assistance would subject the appointed personnel to undue risk of physical harm or will subject Fullerton Health Assistance to undue risk.

Exclusions applicable to political risk, natural disaster and personal safety evacuation expenses benefit

- 1) No cover is provided if **you** violate the laws or regulations of the country or region in which **you** are located.
- 2) No cover is provided if **you** fail to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation as required to stay in that country or region.
- 3) No cover is provided for expense resulting from any debt, insolvency, commercial failure, the repossession of any property by the owner or any other financial cause.
- 4) No cover is provided for failure by **you** to honour any contractual obligation or bond or to obey any conditions in a licence.
- 5) No cover is provided if **you** are a national of the country from which **you** are located in.
- 6) No cover is provided if the **event** causing the serious risk to **your** personal safety and/or security was in existence prior to **you** entering the country or region or the **event** was foreseeable to a reasonable person before **you** entered the country or region.
- 7) No cover is provided if **you** did not follow any warning issued by the Australian Department of Foreign Affairs and Trade (DFAT) or other international government equivalent that recommends travellers do not undertake travel to the country or region at all (i.e. Travel Advice warning Level 4).

- 8) No cover is provided if **you** remained in the country or region when advised to leave by the Australian Department of Foreign Affairs and Trade (DFAT) or other international government equivalent.

Legal expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are arrested and held in **detention** by any government or foreign power without any subsequent formal charges being laid, and as a result incur legal expenses, **we** will pay or reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Legal expenses'.

Conditions applicable to legal expenses benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to legal expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Search and rescue expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** are reported missing for a period of more than seventy-two (72) consecutive hours, and:

- 1) it is believed or known that **you** may have sustained an **injury** or **sickness**; or
- 2) a major natural disaster such as earthquake, volcanic eruption, cyclone, typhoon, tornado, flooding or extremely severe weather conditions make it necessary to commence a search and rescue operation to prevent **you** from sustaining an **injury** or suffering a **sickness**;

and **you** incur expenses for a recognised rescue service provider or local law enforcement authority to launch a search and rescue operation to search for **you** and to bring **you** to a place of safety, **we** will pay or reimburse **you** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Search and rescue expenses benefit'.

Conditions applicable to search and rescue expenses benefit

- 1) Fullerton Health Assistance must be notified immediately or as soon as practicably possible of any situation that may potentially give rise to a claim under this **benefit**.

- 2) Where any **event** covered under this **benefit** is or is subsequently found to be covered under any other **benefit** in this **policy**, the **benefit** amount payable shall be in addition to any amount payable under any other **benefit** in this **policy**.
- 3) Any expenses must be approved by Fullerton Health Assistance prior to them being incurred.
- 4) **We** will only pay for the portion of cost incurred (up to the limit for this **benefit**) that directly relate to the missing **insured person**.
- 5) At all times **you** must comply with local safety advice given by the local authorities and adhere to any of their recommendations.
- 6) At the date and time, the missing **insured person** is found or recovered, further costs or incurred expenses under this **benefit** of this **policy** will automatically cease.
- 7) An **insured person** must take all necessary precautions not to endanger their own life or that of any other **insured person** or expose themselves to any activities for which they are not qualified to undertake.
- 8) The **policyholder** or **insured person** must provide **us** with written documentation from the relevant recognised rescue service provider or local law enforcement authorities or any other authority involved in the claim in order to assess and validate the claim.
- 9) There is no cover under this **benefit** of this **policy** if the **policyholder** or any **insured person** decide to continue the search and rescue operation after the recognised rescue service provider or local law enforcement authorities have decided to cease the search.

Exclusions applicable to search and rescue expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

3. OPTIONAL BENEFITS

The following optional benefits are not included as part of the standard cover under this **policy**.

You can choose to include any of the optional benefits to form part of **your** cover with **us**, either at time of quotation, prior to binding cover, during the **period of insurance** or at renewal.

Accidental HIV infection benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** contract the Human Immunodeficiency Virus (HIV) as a result of:

- 1) **injury** caused by a violent physical bodily assault by another person; or
- 2) medical treatment of an **injury** provided by a **doctor** or **specialist** or legally qualified and registered nurse.

We will pay **you** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Accidental HIV infection lump sum benefit'.

Any general exclusions which apply to HIV infection do not apply to this **benefit**.

Conditions applicable to accidental HIV infection benefit

- 1) There must be a positive diagnosis of HIV infection within one hundred and eighty (180) consecutive days of the **event** occurring.
- 2) A recognised laboratory must carry out the testing and prove that **you** were not HIV positive at the time of the **event** giving rise to the HIV infection.
- 3) The **event** leading to the HIV infection must be reported to **us**, and medical tests must be carried out by a **doctor** or **specialist**, no more than forty-eight (48) consecutive hours from the date and time of the **event** giving rise to the HIV infection.

Exclusions applicable to accidental HIV infection benefit

- 1) No cover is provided if it is proven **you** already had HIV prior to the **event** giving rise to the HIV infection.

Childcare benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under death and capital benefits:

Event	Percentage of benefit payable
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
a) Both eyes	100%
b) One (1) eye	50%
Permanent total loss of use of:	
a) Two (2) limbs	100%
b) One (1) limb	50%

Permanent total loss of use of:	
a) The lens in both eyes	100%
b) The hearing in both ears	100%

and as a result, incur expenses relating to childcare services for **your dependent child(ren)**, **we** will pay or reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Childcare benefit'.

Conditions applicable to childcare benefit

- 1) The childcare services must be provided by a trained and registered childcare provider.

Exclusions applicable to childcare benefit

- 1) No cover is provided for expenses that would have been incurred irrespective of the **injury**.

Dependent child supplement benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under Death and capital benefits:

Event	Percentage of benefit payable
Accidental Death	100%

We will pay each **dependent child** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Dependent child supplement benefit'.

Conditions applicable to dependent child supplement benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to dependent child supplement benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Orphaned benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** and **your partner** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under Death and capital benefits:

Event	Percentage of benefit payable
Accidental Death	100%

We will pay each **dependent child** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Orphaned benefit'.

Conditions applicable to orphaned benefit

- 1) Both **you** and **your partner** must suffer death as a result of the same **accident**.

Exclusions applicable to orphaned benefit

There are no specific conditions applicable to this **benefit**, only the General Exclusions.

Education fund benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under death and capital benefits:

Event	Percentage of benefit payable
Accidental Death	100%

and **your dependent child(ren)** subsequently incur expenses for school, university or institute of higher learning fees, **we** will pay or reimburse the reasonable expenses for each **dependent child** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Education fund benefit'.

Conditions applicable to education fund benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to education fund benefit

There are no specific conditions applicable to this **benefit**, only the General Exclusions.

Corporate image protection benefit

If, during the **period of insurance** and occurring within the **scope of cover**, you sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under Death and capital benefits:

Event	Percentage of benefit payable
Accidental Death	100%
Permanent Total Disablement	100%

and as a result, the **policyholder** incurs expenses for:

- 1) necessary engagement of image consultants and public relations consultants; or
- 2) release of information through the media.

We will pay or reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Corporate image protection benefit'.

Conditions applicable to corporate image protection benefit

- 1) The expenses must be incurred within fifteen (15) consecutive days from the date of the **injury**.
- 2) The **policyholder** must provide **us** with a signed undertaking that any amount paid to the **policyholder** will be repaid to **us** if, after **our** payment, it is found that a valid claim did not or will not eventuate.
- 3) The expenses must be in direct connection with the **injury**, to protect and/or positively promote the **policyholder's** business and image.

Exclusions applicable to corporate image protection benefit

There are no specific conditions applicable to this **benefit**, only the General Exclusions.

Financial advice benefit

If, during the **period of insurance** and occurring within the **scope of cover**, you sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under death and capital benefits:

Event	Percentage of benefit payable
Accidental Death	100%
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
a) Both eyes	100%
b) One (1) eye	50%
Permanent total loss of use of:	
a) Two (2) limbs	100%
b) One (1) limb	50%
Permanent total loss of use of:	
a) The lens in both eyes	100%
b) The hearing in both ears	100%

and subsequently **you** or **your** legal representative incur expenses for professional financial planning advice in relation to the relevant insured **event** and any **benefits** payable in relation to that insured **event**, **we** will reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Financial advice benefit'.

Conditions applicable to financial advice benefit

- 1) The professional financial planning advice must be provided by a qualified financial planner who is authorised and regulated by the Australian Securities and Investment Commission to provide financial advice.
- 2) Expenses must be incurred within one hundred and eighty (180) consecutive days of the insured **event** occurring.

Exclusions applicable to financial advice benefit

- 1) No cover is provided for expenses paid if the financial planner is in any way related to **you**.

Coma benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in **you** being in a **coma**, **we** will pay **you** or **your** legal representative in accordance with the terms set out in this **benefit**.

We will pay the amount shown in the **policy schedule** against 'Coma benefit' for each completed twenty-four (24) hours of continued total unconsciousness.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Coma benefit'.

Conditions applicable to coma benefit

- 1) **You** or **your** legal representative must provide **us** with a medical certificate from a **doctor** or **specialist** verifying that the **injury** directly caused the **coma**.

Exclusions applicable to coma benefit

There are no specific conditions applicable to this **benefit**, only the General Exclusions.

Family accommodation and transport expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in **you** being admitted as an in-patient to a **hospital** and **your family** incur expenses to travel to and remain with **you** for the duration of **your** stay as an in-patient, **we** will pay or reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Family accommodation and transport expenses benefit'.

Conditions applicable to family accommodation and transport expenses benefit

- 1) The **hospital** must be located in Australia.
- 2) The **hospital** must be located outside a radius of 100km from **your** normal place of residence.

Exclusions applicable to family accommodation and transport expenses benefit

There are no specific conditions applicable to this **benefit**, only the General Exclusions.

Home and vehicle modification benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under death and capital benefits:

Event	Percentage of benefit payable
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
a) Both eyes	100%
b) One (1) eye	50%
Permanent total loss of use of:	
a) Two (2) limbs	100%
b) One (1) limb	50%
Permanent total loss of use of:	
a) The lens in both eyes	100%
b) The hearing in both ears	100%

and as a direct result of such **injury you** are unable to perform the activities of daily living requiring modification **your**:

- 1) private vehicle (used for non-commercial purposes) including but not limited to the installation of steering wheel modifications and pedal adjustments; or
- 2) principal residence (including but not limited to the installation of ramps for external or internal wheelchair access, internal guide rails, emergency alert system and similar disability aids);

and **you** incur expenses for those modifications, **we** will pay or reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Home and vehicle modification benefit'.

Conditions applicable to home and vehicle modification benefit

- 1) **Our** prior written agreement and the agreement of **your** attending **doctor** or **specialist** to certify that the modifications are necessary in order for **you** to perform the activities of daily living must be obtained prior to modifications being undertaken.

- 2) Modifications must be in accordance with any law or by-laws.
- 3) Cover is applicable in respect of **your** principal residence only or one private non-commercial vehicle (as applicable) only.
- 4) Modifications must be required in order to perform the activities of daily living such as driving, washing, cooking, bathing, dressing and movement around **your** residence.

Exclusions applicable to home and vehicle modification benefit

- 1) No cover is provided where the payment of the **benefit** would constitute the carrying on of a 'Health Insurance Business' as defined under the *Private Health Insurance Act 2007* (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the *Health Insurance Act 1973* (Cth) or any similar legislation.

Partner accidental death benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **your partner** dies as a result of an **injury**, **we** will pay **you** in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Partner accidental death benefit'.

Conditions applicable to partner accidental death benefit

There are no specific conditions applicable to this **benefit**, only the General Conditions and Provisions.

Exclusions applicable to partner accidental death benefit

- 1) No cover is provided if **your partner** was **accompanying you** at the time of the **injury**.
- 2) No cover is provided if **your partner** is also an **insured person** under this **policy** at the time of the **injury** that caused their accidental death.

Partner employment training benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under death and capital benefits:

Event	Percentage of benefit payable
Accidental Death	100%
Permanent Total Disablement	100%

and subsequently **your partner** incurs expenses for training or retraining for the purpose of:

- 1) obtaining gainful employment; or
- 2) improving **your partner's** potential for employment; or
- 3) improving the quality of care **your partner** can provide **you**, if **you** have suffered **permanent total disablement**.

We will reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Partner employment training benefit'.

Conditions applicable to partner employment training benefit

- 1) **Your partner** must be aged under sixty-five (65) at the commencement of the training.
- 2) All such training expenses must be incurred within three hundred and sixty-five (365) consecutive days from the date of **your injury**.
- 3) The training must be provided by a legally recognised training organisation or institution with the qualification(s) to provide such training.
- 4) This **benefit** is only payable if **your partner** is not already in gainful employment.

Exclusions applicable to partner employment training benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Retraining and rehabilitation expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under weekly injury benefit:

Event
Temporary total disablement
Temporary partial disablement

and subsequently **you** incur expenses for training, tuition or vocational guidance, **we** will reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Retraining and rehabilitation expenses benefit'.

Conditions applicable to retraining and rehabilitation expenses benefit

- 1) **Our** written agreement must be obtained prior to the commencement of the training, tuition or vocational guidance.
- 2) Medical evidence must be supplied by **your** treating **doctor** or **specialist** that the training, tuition or vocational guidance is medically necessary to rehabilitate **you** as a result of **your injury**.

Exclusions applicable to retraining and rehabilitation expenses benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Unexpired membership benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under death and capital benefits:

Event	Percentage of benefit payable
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
a) Both eyes	100%
b) One (1) eye	50%
Permanent total loss of use of:	
a) Two (2) limbs	100%
b) One (1) limb	50%
Permanent total loss of use of:	
a) The lens in both eyes	100%
b) The hearing in both ears	100%

or one of the following insured **events** under weekly injury benefit:

Event
Temporary total disablement
Temporary partial disablement

and as a result of such **injury you** are unable to participate in any sport or gym activity for which **you** have pre-paid a membership fee, association fee or registration fee, **we** will reimburse **you** the described fees which have been paid for the current season, on a pro-rata basis in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Unexpired membership benefit'.

Conditions applicable to unexpired membership benefit

- 1) **Your doctor or specialist** must certify in writing that the **injury** is preventing **you** from continuing **your** participation in any sport or gym activity for which **you** have pre-paid the relevant membership, association or registration fee.
- 2) **Your doctor or specialist** must certify in writing that the **temporary total disablement** and/or **temporary partial disablement** will continue for more than one hundred and eighty (180) consecutive days.

Exclusions applicable to unexpired membership benefit

- 1) No cover is provided for any fees for which a refund is available or where fees have not been paid.

Pet boarding expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **your** return from a **journey** is delayed due to any unforeseeable circumstances outside of **your** control and as a result, **you** incur reasonable and necessary expenses for pet boarding, **we** will reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Pet boarding expenses benefit'.

Conditions applicable to pet boarding expenses benefit

- 1) The expenses must not be incurred with **your family** member or **relative**.
- 2) The delay must last for a minimum period of twenty-four (24) consecutive hours.
- 3) The pet boarding expenses must be incurred with an organisation whose business is to house pets.

Exclusions applicable to pet boarding expenses benefit

- 1) No cover is provided for expenses that would have been incurred irrespective of the delay.
- 2) No cover is provided if the expenses were incurred directly or indirectly as a result of:

- a) cancellation, curtailment or diversion of scheduled public transport services or **war or related risks** if there had been prior warning in the mass media before the date of booking or commencement of the particular **journey** that such **events** were likely to occur during the **journey**; or
 - b) carrier-caused delays where the cost of the expenses is recoverable from the carrier; or
 - c) **your** business obligations, financial obligations or contractual obligations; or
 - d) **you** or any other person changing plans or disinclination to travel; or
 - e) 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**.
- 3) No cover is provided if **you** have travelled against the advice of a **doctor** or **specialist** or when **you** are unfit to undertake the **journey** according to a **doctor** or **specialist**.

Trauma counselling benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer psychological trauma as a result of being a victim of, or an eyewitness to, a criminal act such as **kidnap**, sexual assault, rape, murder, violent robbery or an act of **terrorism** and as a result incur expenses for trauma counselling, **we** will pay or reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Trauma counselling benefit'.

Conditions applicable to trauma counselling benefit

- 1) The trauma counselling must be certified by a **doctor** or **specialist** as necessary for **your** wellbeing.
- 2) The trauma counselling must be provided by a registered psychologist or psychiatrist who is not an **insured person** or **your family** member.

Exclusions applicable to trauma counselling benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

Data connection benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer theft, **loss** or damage to **your** mobile phone and subsequently incur expenses to replace any network plan, software & applications installation and connection or settings configuration, **we** will reimburse the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Data connection benefit'.

Conditions applicable to data connection benefit

- 1) **You** must report theft, **loss** or deprivation of **your** mobile phone to either the police, transport carrier or other local authorities as soon as reasonably practicable so a written report is available at the time of making any claim.
- 2) **You** must report any theft, **loss** or damage of a mobile phone to the service provider to have the device blocked using IMEI number and provide confirmation from the service provider when submitting a claim.
- 3) **You** must substantiate **your loss** and provide receipts of purchase of articles claimed for.
- 4) **You** must take all reasonable precautions for the safety and supervision of **your** mobile phone.

Exclusions applicable to data connection benefit

- 1) No cover is provided for damage as a result of wear and tear, deterioration, atmospheric or climatic conditions, mechanical or electrical breakdown, product defect, malfunction or failure, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration. Scratching or breaking of fragile or brittle articles if as a result of **your** negligence.
- 2) No cover is provided for any damage or **loss** of any item as a result of theft or attempted theft which occurs:
 - a) whilst left **unattended** unless securely locked inside a building (e.g. hotel, apartment, etc.) or securely locked and out of sight inside an aircraft, motor vehicle or vessel (where no reasonable alternative secure storage is available); or
 - b) left **unattended** in a public place.
- 3) No cover is provided for theft, **loss**, damage or misplacement of any item whilst placed in the storage hold of any aircraft, vehicle or vessel, unless the operator of the aircraft, vehicle or vessel prohibits **you** from carrying the item as 'carry-on' **baggage**, in which case such items must be reasonably and adequately packaged to protect and prevent theft, **loss** or damage.
- 4) No cover is provided for damage to or **loss** of any item a result of confiscation by quarantine, customs regulations or by order of any government or public authority or losses due to devaluation of currency.
- 5) No cover is provided for theft, **loss**, damage or misplacement as a result of being placed in checked baggage where the carriers' conditions of carriage stipulate those items should not be placed in checked baggage.
- 6) No cover is provided for theft, **loss** or damage of any item which is recoverable by the **policyholder** (subject to Section 45 of the *Insurance Contracts Act 1984*) or by the **insured person** from any other source to the extent to which they are so recoverable (e.g. airline tour operators or other domestic or travel insurance policies).

Data recovery benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer damage to **your** laptop, tablet or computer hard drive or any external drive, including but not limited to flash drive, external hard drive, SD card, or similar, and subsequently incur expenses for the services of an information technology professional to recover data on the damaged drive, **we** will pay reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Data recovery benefit'.

Conditions applicable to data recovery benefit

- 1) **You** must take all reasonable precautions for the safety and supervision of **your** property.
- 2) **You** must report any damage to either the police, transport carrier or other local authorities as soon as reasonably practicable so a written report is available at the time of making any claim.
- 3) Data (other than pre-packed software programs) will be replaced based on the cost of the blank materials and the cost of copying the data onto the blank materials from the most recent source of the same type of materials.
- 4) Data recovery services must be carried out by a person or persons other than **your relative** or **family** member.

Exclusions applicable to data recovery benefit

- 1) No cover is provided for damage as a result of wear and tear, deterioration, atmospheric or climatic conditions, mechanical or electrical breakdown, product defect, malfunction or failure, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration. Scratching or breaking of fragile or brittle articles if as a result of **your** negligence.
- 2) No cover is provided for damage whilst placed in the storage hold of any aircraft, vehicle or vessel, unless the operator of the aircraft, vehicle or vessel prohibits **you** from carrying the item as 'carry-on' **baggage**, in which case such items must be reasonably and adequately packaged to protect and prevent damage.
- 3) No cover is provided for damage a result of confiscation by quarantine, customs regulations or by order of any government or public authority or losses due to devaluation of currency.
- 4) No cover is provided damage as a result of being placed in checked baggage where the carriers' conditions of carriage stipulate those items should not be placed in checked baggage.
- 5) No cover is provided for damage which is recoverable by the **policyholder** (subject to Section 45 of the *Insurance Contracts Act 1984*) or by the **insured person** from any other source to the extent to which they are so recoverable (e.g. airline tour operators or other domestic or travel insurance policies).

Lost keys and locks benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer the **loss** of **your** keys and **travel documents** used for identification at the same time, and incur expenses for the replacement of those keys and the corresponding locks, **we** will reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Lost keys and locks benefit'.

Conditions applicable to lost keys and locks benefit

- 1) **You** must substantiate **your loss** and provide receipts of purchase of articles claimed for.
- 2) **You** must report any **loss** of keys to either the police, transport carrier or other local authorities as soon as reasonably practicable so a written report is available at the time of making any claim.

You must take all reasonable precautions for the safety and supervision of **your** keys and **travel documents**.

Exclusions applicable to lost keys and locks benefit

- 1) No cover is provided for any damage or **loss** of keys or identification as a result of theft or attempted theft which occurs:
 - a) whilst left **unattended** unless securely locked inside a building (e.g. hotel, apartment, etc.) or securely locked and out of sight inside an aircraft, motor vehicle or vessel (where no reasonable alternative secure storage is available); or
 - b) left **unattended** in a public place.
- 2) No cover is provided a result of confiscation by quarantine, customs regulations or by order of any government or public authority or losses due to devaluation of currency.
- 3) No cover is provided as a result of being placed in checked baggage where the carriers' conditions of carriage stipulate those items should not be placed in checked baggage
- 4) No cover is provided which is recoverable by the **policyholder** (subject to Section 45 of the *Insurance Contracts Act 1984*) or by the **insured person** from any other source to the extent to which they are so recoverable (e.g. airline tour operators or other domestic or travel insurance policies).

Towing and roadside assistance expenses benefit

If, during the **period of insurance** and occurring within the **scope of cover**, a **hire vehicle** or privately-owned vehicle under **your** control and/or care:

- 1) is involved in a collision or is damaged rendering it unsuitable for driving; or

- 2) is not drivable as a result of **you** sustaining an **injury** or **sickness**;

and as a result, **you** incur expenses for towing of the vehicle to the destination specified by the motor vehicle hire company or the comprehensive motor vehicle insurer, **we** will reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Towing and roadside assistance expenses benefit'.

Conditions applicable to towing and roadside assistance expenses benefit

- 1) Cover only applies for expenses which are not covered under the **hire vehicle agreement**, **your** comprehensive motor vehicle insurance policy or **your** roadside assistance agreement.
- 2) As part of the arrangement for the hire of the **hire vehicle**, **you** must purchase all compulsory motor vehicle insurance provided by the rental provider, against loss or damage to the **hire vehicle** during the rental period. Provided that the compulsory insurance has been taken up there is no additional requirement under this **policy** to purchase excess buy back.
- 3) The **hire vehicle** must be hired from a recognised motor vehicle hire company.
- 4) The **hire vehicle** must be hired for the purpose of the **policyholder's** business.
- 5) At time of claim, a copy of the signed **hire vehicle agreement**, **your** comprehensive motor vehicle insurance policy or **your** roadside assistance agreement must be supplied to **us**.
- 6) **You** must comply with all requirements of the motor vehicle hire company under the **hire vehicle agreement** and of the insurer under such insurance or the comprehensive motor vehicle insurer.

Exclusions applicable to towing and roadside assistance expenses benefit

- 1) No cover is provided for expenses caused or contributed to by the operation of a vehicle in breach of the provisions of the **hire vehicle agreement** or applicable comprehensive motor vehicle insurance policy.
- 2) No cover is provided for expenses related to the rental of a vehicle or truck for commercial purposes or recreational vehicle (RV) or camper van.
- 3) No cover is provided for expenses related to any vehicle that is greater than ten (10) years old from the date of manufacture.
- 4) No cover is provided for expenses arising from damages which are not indemnifiable under the **hire vehicle agreement** or comprehensive motor vehicle insurance policy because of the application of an exclusion clause.
- 5) No cover is provided for expenses arising from **your** illegal or criminal use of a vehicle, including racing and/or time trials of any form.

- 6) No cover is provided for expenses arising from the use of the **hire vehicle** by **you** without holding a valid driver's license for the vehicle in the country the motor vehicle is being operated in.
- 7) No cover is provided for expenses arising from the use of the **hire vehicle** or **your** privately-owned vehicle when the vehicle is not covered by comprehensive motor vehicle insurance.

Driver services benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** sustain an **injury** or **sickness** which results in a claim that **we** accept against this **policy** for one of the following insured **events** under weekly injury benefit or weekly sickness benefit:

Event
Temporary total disablement
Temporary partial disablement

and as a result, incur expenses related to transportation between **your** principal residence and place of business for the purpose of engaging in **your** pre-disablement occupation, **we** will reimburse **you** the reasonable expenses in accordance with the terms set out in this **benefit**.

The maximum **we** will pay for any one **event** is the amount shown in the **policy schedule** against 'Driver services benefit'.

Conditions applicable to driver services benefit

- 1) Expenses must be provided by a legally approved and licensed taxi or ride sharing service.
- 2) **You** must have recovered sufficiently from the **injury** or **sickness** to return to work.
- 3) A **doctor** or **specialist** must certify that **you** are unable to drive a vehicle or travel on public transport.

Exclusions applicable to driver services benefit

There are no specific exclusions applicable to this **benefit**, only the General Exclusions.

4. GENERAL CONDITIONS AND PROVISIONS

Additions and deletions

The **policyholder** must declare to **us** in writing of any **insured person(s)** who are required to be covered under the **policy** during the **period of insurance** within thirty (30) consecutive days from their **effective date of cover**. Cover will be subject to a pro-rata **premium** for time on risk. The **policyholder** must also declare to **us** in writing any **insured person(s)** who no longer require cover under the **policy** within thirty (30) consecutive days from their date of cessation.

We reserve the right not to refund any **premium**, or only refund a portion of the **premium**, if **we** have paid a claim or intend to pay a claim under the **policy** during the **period of insurance** with respect to an **insured person** who no longer requires cover.

Age limitation

The maximum age limit under this **policy** is seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Aggregate limit of liability

Our total liability for all claims arising under the **policy** during the **period of insurance** shall not exceed the amount stated in the **policy schedule**.

Automatic extension of cover

If, during the **period of insurance** and occurring within the **scope of cover**, an **insured person's** original expected return to their **country of domicile** is postponed due to any unforeseeable circumstances causing delay of transportation outside the control of the **insured person**, or due to the **insured person's** inability to travel as a result of an **injury or sickness** for which a claim is payable under this **policy**, **we** will automatically extend the **insured person's** cover for that **journey** under this **policy** for up to ninety (90) consecutive days from the date of the **insured person's** original expected return to their **country of domicile**, even if such time falls outside the **period of insurance**.

Cancelling your policy

Your **policy** may be cancelled in one of two (2) ways:

The **policyholder** can cancel the **policy** at any time by emailing **us** at ah@agileunderwriting.com or calling 1300 705 031.

If the **policyholder**:

- a) pays the **premium** by instalments and wishes to cancel; or
- b) does not pay **premium** by instalments and wishes to cancel;

then cancellation will take effect at 4pm Australian Eastern Standard Time on the day **we** receive the **policyholder's** notice of cancellation. **We** will refund the **premium** for the **policy**, less an amount which covers the period for which the **policyholder** and the **insured persons** were insured. However, **we** will not refund any **premium** if **we** have paid or are notified of a forthcoming claim or are obliged to pay a claim under the **policy**.

When we can cancel

We can cancel the **policy** by giving the **policyholder** written notice to the address on file and in accordance with the *Insurance Contracts Act 1984* (Cth), including where the **policyholder** or **insured person** has:

- a) breached the Duty of Disclosure;
- b) breached a provision of the **policy** (requiring payment of **premium**);
- c) made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which cover was in force;
- d) engaged in deception, fraud or illegal use, in which case **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception, as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

We may cancel the **policy** by informing the **policyholder** in writing, subject to any relevant law.

We will give this notice in writing to **your** intermediary or to **your** address last known to **us**.

If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which the **policyholder** and **insured persons** were insured.

Nothing shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this **policy** if endorsed on the **policy**.

Cyber clause

We will provide cover for **injury** or **sickness** which is accidentally caused by or arises out of a **cyber incident**. However, we will not provide any cover under any circumstances for **injury** or **sickness** arising directly or indirectly from a **cyber act**.

Documentation

As we are not in direct contact with, and we do not know who the fluctuating body of **insured persons** are, we must rely on the **policyholder** to ensure that the **insured persons** receive the required **policy** information.

The **policyholder** must provide all **insured persons**:

- 1) with a copy of the PDS at the commencement of the **period of insurance**;
- 2) with information that any claim they make is subject to the terms, conditions and exclusions of the **policy**;
- 3) with information that is relevant to the **policy** cover contained in the **policy schedule**;
- 4) if the **policy** is lapsed or cancelled, a note to this effect.

Due diligence

The **policyholder** and all **insured person(s)** will exercise reasonable due diligence in doing all things to avoid or reduce any **loss** under the **policy**.

Duplicate benefit cover

Should a **benefit** be payable under this **policy** that is also payable under any other insurance **policy** insured with us, you may only be eligible to claim against one (1) **policy** (i.e. the **policy** with the greatest **benefit**).

Health insurance

Your **policy** does not cover any **event** or occurrence where providing such cover would constitute the carrying on of a "health insurance business" as defined under the *Private Health Insurance Act 2007* (Cth), or any succeeding legislation to that act or any **benefit** that would breach the *Health Insurance Act 1973* (Cth), or any succeeding legislation to that act including the payment of medical expenses in Australia in respect of the rendering of a professional service for which a Medicare benefit is payable.

Law and jurisdiction

This **policy** is subject to the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **policy** was issued.

Legal action

No action at law or in equity shall be brought to recover on this **policy** prior to the expiration of sixty (60) consecutive 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 date of the **injury** or **sickness** (as the case may be) loss or damage or the time the liability was incurred (as the case may be) giving rise to the claim.

Medical examination

At **our** expense, **we** will be entitled to have any **insured person** medically examined. **We** will give **you** or **your** legal representative fair and reasonable notice of the medical examination.

Notice of claim

Written notice of claim must be given to Agile as soon as reasonable practical, following the incident that gives rise to a claim.

Other insurance

You must advise **us** if anything **you** claim is covered by another insurance **policy**. If **you** receive the full **benefit** from a claim under one (1) insurance **policy**, **you** cannot make a claim under another **policy**.

We will make up the difference if **you** make a claim under another insurance **policy** and **you** are not paid the full amount. **We** may, however, need to seek contribution from **your** other insurer and so **you** must give **us** any information **we** need for a claim against the other insurer.

Payments

Unless otherwise agreed, all **benefits** shall be paid to the **insured person**, or in the case of the **insured persons** death, to the **insured persons** legal personal representative.

Physical examination and autopsy

In relation to a claim under this **policy** where **we** do not agree with the opinion given by the **doctor** or **specialist**, **we** have the right (at **our** own expense) to conduct any medical examination or examinations of the **insured person** or in the event of death, arrange for an autopsy to be carried out. **We** may also at any time during a claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.

If the **doctor** or **specialist** (authorised by **us**) forms an opinion that is contrary to the opinion of the initial **doctor** or **specialist**, **we** will obtain an independent **doctor** or **specialist** opinion which will be the opinion used for the purposes of determining a claim.

Precaution

You must take all reasonable care to prevent or minimise damage, **injury**, liability, **accident** or **sickness**, including complying with any law, by-law ordinance or regulations that concerns the safety of persons or property.

Providing proofs

You should keep documents **you** will need in case of a claim. For example, documents which substantiate **your income** and any medical certificates that relate to **your** claim.

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 **policyholder**. **You** and the **policyholder** must not do anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

Fullerton Health Assistance

Fullerton Health Assistance is Agile's assistance service provider. They provide pre travel safety advice and assistance in the event of a potential claim. These services include:

- Emergency response and evacuation
- Medical evacuation
- Security assistance
- Pre-travel advise
- Independent medical examinations
- Medical case management.

The following conditions apply to services provided by Fullerton Health Assistance:

- 1) Where evacuation or assistance is required, Fullerton Health Assistance must be contacted prior to confirm cover.
- 2) Where possible Fullerton Health Assistance will make all travel arrangements and in all cases, will decide where to send the **insured person**.
- 3) Fullerton Health Assistance must be contacted as soon as reasonably practicable of any **insured person** incurring any potential claim or expense.
- 4) The appropriate type, cost and level of any medical or emergency assistance provided by Fullerton Health Assistance to an **insured person** shall be determined and set by Fullerton Health Assistance.
- 5) In the event of assistance being provided by Fullerton Health Assistance in good faith to any person that is not an **insured person** under this **policy**, the **policyholder** and/or **insured person** shall reimburse **us** for all costs incurred.
- 6) The **policyholder** and/or **insured person** must not attempt to resolve problems encountered without advising Fullerton Health Assistance as this may prejudice reimbursement of expenses or assessment of the claim.
- 7) Any assistance, service or advice that requires specific tailoring or modification from the standard service provided by Fullerton Health Assistance under this **policy** is to be arranged directly with Fullerton Health Assistance at a cost agreed at the time of the request and will be invoiced directly by Fullerton Health Assistance.

Taxation implications

This **policy** may be subject to a Goods & Services Tax in relation to **premium**.

Depending on the location of the risk being insured, this **policy** may be subject to Stamp Duty in relation to **premium** and GST.

Depending upon the **policyholder** or **insured persons** entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly injury benefits or weekly sickness benefits is subject to personal **income** tax. Where **we** are required to do so, **we** will withhold personal **income** tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

The **policyholder** and /or **insured person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

Nuclear risks exclusion clause (AVN38B)

11.1 This **policy** does not cover:

- loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - c) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

11.2 It is understood and agreed that such radioactive material or other radioactive source in paragraph 11.1 (b) and (c) above shall not include:

- depleted uranium and natural uranium in any form;
- radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

11.3 This **policy**, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- the insured under this **policy** is also an insured or an additional insured under any other insurance **policy**, including any nuclear energy liability policy; or
- any person or organisation is required to maintain financial protection pursuant to legislation in any country; or
- the Insured under this **policy** is, or had this **policy** not been issued would be, entitled to indemnification from any government or agency thereof.
 - a) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 11.2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this **policy**) be covered, provided that:
 - in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - this **policy** shall only apply to an incident happening during the period of this **policy** and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three (3) years after the date thereof;

- in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter	Maximum permissible level of non-fixed radioactive surface contamination
IAEA Health and Safety Regulations	Averaged over 300cm ²
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- the cover afforded hereby may be cancelled at any time by the **insurers** giving seven (7) days' notice of cancellation.

5. GENERAL EXCLUSIONS

The following exclusions apply to all **benefits** under this **policy**:

- 1) No cover is provided for any expenses or charges incurred after the **insured person** or their representatives or **policyholder** refused to follow or ignored the instructions and directions of Agile or Fullerton Health Assistance.
- 2) No cover is provided for an **insured person** who has attained the age seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.
- 3) No cover is provided for an **insured person** engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers.
- 4) No cover is provided for any **benefit** payment that would constitute the carrying out of a "Health Insurance Business" as defined under the *Private Health Insurance Act 2007* (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the *Health Insurance Act 1973* (Cth) or the *National Health Act 1953* (Cth).
- 5) No cover is provided for an **insured person** being under the influence of intoxicating liquor and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **doctor** or **specialist** and taken in accordance with the **doctor** or **specialist** advice.
- 6) No cover is provided for an **insured person** who has committed a criminal or illegal act.
- 7) No cover is provided for an **insured person** engaging in or taking part in naval, military or air force service or operations.

- 8) No cover is provided for an **insured person** engaging in or taking part in or training for **professional sports** of any kind.
- 9) No cover is provided for racing and/or time trials of any form, other than on foot.
- 10) No cover is provided for any deliberate self-inflicted harm or **injury**, caused or committed by the **insured person**, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
- 11) No cover is provided for sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
- 12) No cover is provided for **war, 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 in the **policyholder's or insured persons country of domicile or country of expatriation**, or the **insured person** taking part in a riot or civil commotion or **terrorism**.
- 13) No cover is provided or deemed to be provided, and **we** shall not be liable to pay any claim or provide any **benefit** hereunder to the extent that the provision of such cover, payment of such claim or provision of such **benefit** would expose **us** to any sanction, prohibition or restriction under United Nations Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.
- 14) No cover is provided for loss which results from the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, vehicle rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or collapse or the financial default or collapse of any person, company or organisation with whom or with which they deal.
- 15) No cover is provided for **events** attributable wholly or partly to childbirth or pregnancy or the complications of these.
- 16) No cover is provided for travel that is planned and/or undertaken:
 - a) By the insured person against the advice of a doctor or specialist or dental practitioner;
 - b) When the insured person is certified as unfit to travel by a doctor or specialist or dental practitioner;
 - c) For the purpose of the insured person to seek medical attention for a pre-existing condition; or
 - d) After the insured person is diagnosed by a doctor or specialist as suffering a terminal condition.
- 17) No cover is provided for any cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of an **injury** to the **insured person**).

- 18) No cover is provided for any **pre-existing condition**.
- 19) No cover is provided for losses arising from **nuclear, biological or chemical terrorism**.
- 20) Results from (regardless of any other contributory cause(s)) any claim(s) in any way caused or contributed to by an act of **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of **terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **we** conclude that by reason of this exclusion any claim is not covered by this **policy** the burden of proving the contrary shall be upon **you** and/or the **insured person**.
- 21) No cover is provided for loss of deposits or cancellation expenses, for **events** attributable wholly or partly to a pandemic, epidemic or Public Health Emergency of International Concern declared by any government or the World Health Organization (WHO).