

## POLICY SCHEDULE

**Policy Type:** Corporate Travel  
**Policy Number:** 0029418  
**Insured:** Australian Baseball Federation  
**Insured Persons:** Directors, Executives, Managers, Coaches, Authorised Members, Australian and State Teams and their Accompanying Spouses and Dependant Children.  
**Period of Insurance:** From: 31st day of August 2016 at 4.00pm  
To: 31st day of August 2017 at 4.00pm  
**Broker:** Willis Australia Limited - Sydney  
**Scope of Cover:** The coverage afforded by this policy shall only apply whilst the Insured Person is engaged on Authorised Business Travel which shall be deemed to mean, travel undertaken on the business of the Insured and/or the Insured Person, authorised by the Insured provided such travel involves a destination outside a radius of 100 km and provided such travel excludes every day travel to and from work. Authorised Business Travel shall also include associated holiday travel. Cover also extends to include directors, chief financial officer, chief executive officer, chief operating officer, company secretary of the Insured and their accompanying family members for private holiday travel outside the Insured Persons Country of Domicile. Such cover shall commence from the time the Insured Person leaves their normal residence or place of business, whichever is the place of departure for the commencement of the journey and be continuous on a full-time 24 hour basis until the Insured Person returns to their normal residence or place of business, whichever first occurs. If applicable cover shall also include accompanying persons travelling separately on the outgoing or incoming journey to directly join or leave an Insured Person.  
**Territorial Limits:** Worldwide

**The below premium is an agreed amount**

**Wording:** CT PDS/WRD 01/14 ST

**In witness whereof, this policy has been countersigned by an authorised officer of Accident and Health International on behalf of the Company at Sydney on this 20th day of October 2016.**



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ACCIDENT & HEALTH INTERNATIONAL UNDERWRITING PTY LTD  
ABN 26 053 335 952 AFS Licence No. 238261  
Underwritten For and on behalf of  
CGU Insurance Limited ABN 27 004 478 371 100%

## SCHEDULE OF BENEFITS

Policy Number: 0029418

<b>Aggregate Limit of Liability</b>		\$10,000,000
<b>Limit Any One Event</b>	Charter/Non-scheduled flights	\$1,000,000
	Nuclear, Biological and Chemical Terrorism	\$1,000,000

Section		<b>Maximum Benefit Payable Each Insured Person</b>
1.	<b>Maximum Death and Capital Benefits (Events 1-19)</b>	\$250,000
	<b>Weekly Benefit (Event 20)</b>	\$1,000
	<b>Weekly Benefit (Event 23)</b>	\$1,000
2.	<b>Medical, Medical Evacuation and AHI Assist</b>	Unlimited
3.	<b>Additional Expenses</b>	\$100,000
4.	<b>Baggage, Travellers' Cheques, Travel Documents and Credit Cards</b>	\$10,000
	<b>Computers &amp; Electronic Equipment</b>	Included
	<b>Money</b>	\$3,000
5.	<b>Loss of Deposits and Cancellation Charges</b>	\$20,000
6.	<b>Kidnap, Detention, Extortion and Ransom</b>	\$500,000
7.	<b>Extra Territorial Workers' Compensation</b>	\$1,000,000
8.	<b>Hire Car Excess Expenses</b>	\$5,000
9.	<b>Alternative Employee Expenses</b>	\$10,000
10.	<b>Personal Liability</b>	\$5,000,000
11.	<b>Evacuation Cover and Personal Safety</b>	\$100,000
12.	<b>Life Insurance</b>	\$50,000
13.	<b>Difference in Conditions</b>	Not Included
	Please note if the existing insurance cover is not forwarded to AHI prior to cover commencing then this section does not apply	
14.	<b>Travel and Emergency Assistance</b>	Included
15.	<b>Proactive Platinum Membership</b>	Not Included

If there is no amount show against any one or more Sections 1 - 15, no cover is provided in respect of them.

**SCHEDULE ATTACHING TO AND FORMING PART OF POLICY NUMBER 0029418**

**ISSUED TO:** Australian Baseball Federation

**SECTION 1 - PERSONAL ACCIDENT**

Employees and Officials:

Death and Capital Benefits (Events 1-19): 7 x annual Salary up to \$1,000,000

Weekly Accident Benefit (Event 21): \$2,000

Weekly Sickness Benefit (Event 23): \$2,000

**SPECIAL CONDITION**

The ABF have worldwide Personal Accident insurance effected with a standard weekly benefit from 80% of weekly income up to \$250, and a 7 day excess period. In the event an insured is eligible to claim via the personal accident policy the travel policy would only respond over for claims over and above this amount.

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Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Freecall 1800 618 700  
Freefax 1800 618 755

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# Accident & Health International Underwriting Pty Ltd

## CORPORATE TRAVEL

### Product Disclosure Statement (PDS) and Wording

This Product Disclosure Statement (PDS) contains two parts:

- Important information – contains general information about Your Corporate Travel plan; and
- The Corporate Travel plan – contains terms and conditions of Your Insurance plan.

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

Please read this PDS before applying for Insurance.

If We accept Your application for Insurance, You will receive a Schedule that sets out details of the Insurance You have taken out.

If You need more information about this PDS or Your Policy, please contact Your Insurance adviser.

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## **IMPORTANT INFORMATION**

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

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

If You have any queries about this Policy You should contact AHI. Their contact details are in this Document.

### **The Insurers**

The Insurers of the Policy are:

- CGU Insurance Limited for sections 1 to 11 and 13 and
- AIA Australia Limited, ABN 79 004 837 861, AFS Licence no. 230043, for Section 12 Life cover for death from natural causes. Cover under Section 12 of the AHI Corporate Travel plan is provided through a group life Insurance Policy issued by AIA Australia Limited (AIA).

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

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

In this PDS:

- 'We', 'Our' or 'Us' means CGU Insurance Limited or AIA Australia Limited.
- 'You' means the Person who will be named in the Policy Schedule as the Insured.
- 'Insured Person' means the Person nominated by You from time to time for the Insurance cover selected by You and for which the premium has been paid. The Insured Person and the type of cover chosen will be set out on the Policy Schedule.

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

Your Policy consists of:

- this printed Corporate Travel Plan Document which sets out details of Your cover and its limitations, and
- a Schedule, approved by Us, which sets out who is Insured, the cover(s) selected, the Period of Insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this Policy Document.

You should carefully read and retain Your Insurance Policy Document and current Schedule. These Documents should be read together as they jointly form the Contract of Insurance between You and Us. Any new or replacement Schedule We may send You, detailing changes to Your Insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

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## Our Agreement With You

We will insure You for:

- loss or damage caused by one or more of the Insured Events, and
- the other benefits, as set out in this Policy Document occurring during the Period of Insurance.

This cover will be given on the basis:

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

## Policy Covers

You can choose from any of the fifteen (15) different cover sections. Cover is provided for You and the Insured Persons set out on the Policy Schedule while they are travelling.

The cover sections are:

- Section 1 - Personal Accident
- Section 2 - Medical Expenses
- Section 3 - Additional Expenses
- Section 4 - Baggage, Travellers' Cheques, Travel Documents, Credit Cards and Money
- Section 5 - Loss of Deposits and Cancellation Charges
- Section 6 - Kidnap, Detention, Extortion and Ransom
- Section 7 - Extra Territorial Workers' Compensation Cover
- Section 8 - Hire Car Excess Expenses
- Section 9 - Alternative Employee Expenses
- Section 10 - Personal Liability
- Section 11 - Evacuation Cover and Personal Safety
- Section 12 - Life Insurance
- Section 13 - Difference In Conditions
- Section 14 - Travel and Emergency Assistance  
Direct Billing Agreement
- Section 15 - Proactive Platinum Membership

## Age Limits

There are certain age limits which apply to this Policy. There is no cover for any Person over the age of eighty-five (85) years for Sections 1-11 and no cover for any Person over the age of sixty-five (65) years for Section 12. If You choose cover under Section 1 (Personal Accident and/or Sickness), then the compensation paid if the Insured Person is under nineteen (19) years of age for Insured Events 1 to 19 will be 10% of the Sum Insured set out in the Policy Schedule unless otherwise specified.

## The Most We Will Pay

When You choose which cover You want under the Policy, You must also choose a Sum Insured for each Section of the Policy You have selected. The maximum We will pay for a claim under the Policy is the Sum Insured shown for that Section as set out in the Policy Schedule.

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The most We will pay for all claims under this Policy during any Period of Insurance is set out under the heading 'Limit of Liability' on the Policy Schedule. The Limit of Liability does not apply to Section 2 (Medical Expenses) or Section 10 (Personal Liability). Once the Limit of Liability has been completely used to pay a claim, You will need to pay Us a further premium to reinstate the cover under the Policy.

### **Choosing a Sum Insured**

It is important that You ensure that You have selected a Sum Insured for each cover which provides You with sufficient protection for Your needs.

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

The cost of Your Policy will be shown on the quotation We give You, once We have received all required information from You. The cost of Your Policy is calculated based on the Policy period, the type of cover You choose, the length of the travel and the destinations.

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

### **Your Duty of Disclosure**

Before You enter into an Insurance Contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for Insurance is acceptable and to calculate how much premium is required for Your Insurance.

The Act imposes a different duty the first time You enter into the Policy with Us to that which applies when You vary, renew, extend, reinstate or replace Your Policy. We set these two duties out below.

Your Duty of Disclosure when You enter into this Policy with Us for the first time:

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

- give Us honest and complete answers,
- tell Us everything You know, and
- tell Us everything that a reasonable Person in the circumstances could be expected to tell Us.

Your Duty of Disclosure when You renew, vary, extend, reinstate or replace Your Policy:

When You renew, vary, extend, reinstate or replace the Policy Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or
- a reasonable Person in the circumstances could be expected to know, is relevant to our decision whether to insure You and whether any special conditions need to apply to Your Policy.

What You do not need to tell Us for either duty:

You do not need to tell Us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that We know or should know as an Insurer, or
- that We tell You We do not need to know.

Who do the above two duties apply to? Everyone who is Insured under the Policy must comply with the relevant duty. What happens if You or they do not comply with either duty? If You or they do not comply with the relevant

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duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

### **Renewal Procedure**

Before this Policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

### **Taxation Implications**

Depending upon You or Your company's entitlement to claim Input Tax Credits under this Policy, We may reduce the payment of Your claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly disability benefits, for example under Section 1 (Personal Accident and/or Sickness) in this Policy, is subject to Personal income tax and it is Your responsibility to declare such benefit when completing Your usual tax return.

Consult Your tax accountant if You have any questions about Your particular circumstances.

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

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

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

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

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

Once a payment is made under this Policy, We may attempt to recover the amount We have paid to You if We find someone else is responsible for the loss or damage. We will do this in Your or the Insured Person's name. We may also need to defend You, or the Insured Person, if someone else alleges You caused them loss or damage. You and the Insured Person need to co-operate with Us.

### **Cooling-Off**

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

You cannot Use this cooling-off period if the Insured Person has started their travel, the Policy has already expired or if there has been a claim made under the Policy.

### **Dispute Resolution**

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



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

If You are not happy with any decision and it relates to a claim for Sections 1-11 and 13, You may take Your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body, subject to eligibility. Access to the FOS process is free of charge to You.

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

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

If You are not happy with Our decision and it relates to a claim for Section 12 Life Insurance, You may refer Your complaint to the Financial Ombudsman Service and independent dispute resolution service. They can be contacted on 1300 780 808.

## **Privacy**

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

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

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

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

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

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

## **Updating the PDS**

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

## **Intermediary Remuneration**

CGU Insurance Limited pays remuneration to Insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary, You should ask Your intermediary.

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## Financial Claims Scheme

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

## Code Of Practice

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

## Contact Details

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

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

## The Insurers

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

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

AIA Australia Limited  
ABN 79 004 837 861  
AFS Licence No: 230043  
PO Box 6111  
ST KILDA ROAD CENTRAL VIC 8008

Telephone: 1800 333 613  
Website: [www.aia.com.au](http://www.aia.com.au)

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

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## CORPORATE TRAVEL PLAN

### IMPORTANT NOTICE

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

All cover under this Policy is subject to:

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

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

We hereby agree to insure such Person or Persons as You shall nominate from time to time on the terms and conditions and subject to the exclusions set out in this Plan.

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

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

### IMPORTANT DEFINITIONS

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

**INSURED PERSON** is any Person nominated by You from time to time for the Insurance cover selected by You and with respect to whom a premium has been paid.

**DIRECTORS** has the meaning given to it in the Corporations Act 2001 (Cth).

**DEPENDENT CHILD** means an Insured Person's and their spouse/partner's unmarried Dependent Child (including step or legally adopted child) who are primarily dependent upon the Insured Person for maintenance and support.

**FAMILY** means the Insured Person's spouse/partner/defacto and any unmarried dependent children, stepchildren or legally adopted children who are living with the Insured Person and primarily dependent on the Insured Person for maintenance and support.

**INSURED TRAVEL** means travel being carried out as described in the Scope of Cover in the Schedule. Insured Travel does not include any travel that exceeds six (6) months.

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

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

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

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INSURER

- a. in relation to Sections 1-11 and 13 means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia.
- b. in relation to Section 12 means AIA Australia Limited, ABN 79 004 837 861, AFS Licence No: 230043, of PO Box 6111, St Kilda Road Central, Victoria, 8008, Australia.

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

YOU/YOUR is the Insured named in the Schedule.

THE COMPANY means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia, and AIA Australia Limited, ABN 79 004 837 861, AFS Licence No: 230043, of PO Box 6111, St Kilda Road Central, Victoria, 8008, Australia, a company duly incorporated under the laws of Australia and registered in Victoria, Australia.

WE/OUR/US means CGU Insurance Limited or AIA Australia Limited.

NUCLEAR, CHEMICAL OR BIOLOGICAL TERRORISM means terrorism which includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose).

COUNTRY OF DOMICILE means the country You departed in order to commence Your Insured Travel.

Important: When receiving treatment in Your Country of Domicile the benefits provided under this Policy may be governed or limited by local legislation. If this is the case then the respective local legislation or regulations will prevail over the terms and conditions of this Policy.

AHI ASSIST is the name of the assistance coordinator. All assistance is provided by Dynamiq Pty Ltd.

DYNAMIQ PTY LTD provides services under Section 15 and is AHI's International safety, security and emergency management consultant. They provide 24hr/365 days assistance.

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## **SECTION 1 - PERSONAL ACCIDENT**

### **EXTENT OF COVER**

If, whilst engaged in Insured Travel during the Period of Insurance and as a result solely and directly of:

1. Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits;
2. Sickness, You suffer from Temporary Total Disablement;

We will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury or Sickness (as the case may be).

### **DEFINITIONS**

For the purpose of this Section 1:

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

**SALARY** means:

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

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

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

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

**PERMANENT** as used with respect to Disablement, means Disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**TOTAL DISABLEMENT** means Disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

**PRE-EXISTING CONDITION** means:

1. in respect of Injury:  
a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy.

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2. in respect of Sickness:
    - i. a condition or side effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.
    - ii. a condition caused by a Pre-Existing Condition, that is, any medical condition that You have suffered from or been treated for, irrespective of whether a complete recovery has occurred.

SICKNESS means Illness or disease which is not a Pre-Existing Condition and which must continue for a period of not less than seven (7) days from the date You first sought treatment for the Sickness from a legally qualified medical practitioner.

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

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

## EXPOSURE

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

## DISAPPEARANCE

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

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

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

Injury resulting directly in:

1. Death	1.	100%
2. Permanent Total Disablement	2.	100%
3. Permanent and incurable paralysis of all limbs	3.	100%
4. Permanent Total Loss of sight of both eyes	4.	100%
5. Permanent Total Loss of sight of one eye	5.	100%
6. Permanent Total Loss of Use of two limbs	6.	100%
7. Permanent Total Loss of Use of one limb	7.	100%
8. Permanent and incurable insanity	8.	100%
9. Permanent Total Loss of hearing in:		
a. both ears	9a.	100%
b. one ear	9b.	20%
10. Permanent Total Loss of four fingers and thumb of either hand	10.	80%
11. Permanent Total Loss of the lens of one eye	11.	60%
12. Permanent Total Loss of Use of four fingers of either hand	12.	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13.	50%

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**INSURED EVENTS****THE COMPENSATION  
being a percentage of the Sum  
Insured or the Sum Insured stated in  
the Schedule**

14.	Permanent Total Loss of Use of one thumb of either hand		
	a. both joints	14a.	30%
	b. one joint	14b.	15%
15.	Permanent Total Loss of Use of fingers of either hand		
	a. three joints	15a.	10%
	b. two joints	15b.	8%
	c. one joint	15c.	5%
16.	Permanent Total Loss of Use of toes of either foot:		
	a. all - one foot	16a.	15%
	b. great - both joints	16b.	5%
	c. great - one joint	16c.	3%
	d. other than great, each toe	16d.	1%
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7.5%
19.	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	19.	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the benefits provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$50,000.
20.	Temporary Total Disablement caused directly and solely by Injury	20.	During such Disablement, the Weekly Compensation as specified or Salary as defined whichever is the lesser.
21.	Temporary Partial Disablement caused directly and solely by Injury	21.	40% of the amount payable for Event 20.
Broken Bone Benefits – Injury			
22.	a. Neck or spine (full break)	22a.	\$5,000
	b. Hip, pelvis	22b.	\$1,000
	c. Skull, shoulder blade	22c.	\$400
	d. Collar bone, upper leg	22d.	\$400
	e. Upper arm, kneecap, forearm, elbow	22e.	\$300
	f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	22f.	\$200
	g. Ribs	22g.	\$100
	h. Finger, thumb, toe	22h.	\$50
	Maximum compensation any one accident		\$5,000
23.	Temporary Total Disablement caused directly and solely by Sickness	23.	During such Disablement, the Weekly Compensation as specified or Salary as defined whichever is the lesser.
24.	Temporary Partial Disablement caused directly and solely by Sickness	24.	40% of the amount payable for Insured Event 23.

Benefit Period: Maximum 156 weeks from the date You first become entitled to the payment of weekly compensation.

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

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

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

## **ADDITIONAL BENEFITS**

25. **Rehabilitation Expenses**  
We will pay, after the happening of an Event for Temporary Total Disablement under this Policy, expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's attending physician.  
  
Compensation under this provision will be limited to the actual costs incurred not exceeding one thousand (\$1,000) dollars per month and will be payable for a maximum of six (6) months.
26. **Escalation of Claim Benefit**  
After payment of the compensation for Temporary Total Disablement continuously for twelve (12) months, We will increase the compensation by five (5) percent compound per annum while the benefit is being paid.
27. **Education Fund Supplement**  
We will pay the estate of the Insured Person \$7,500 for each Dependant Child (\$15,000 in aggregate for all Dependent children in any one Family) should an Insured Person suffer Insured Event 1, Death, as a result of an Injury whilst on Insured Travel during the Period of Insurance.
28. **Spouse Accidental Death Benefit**  
We will pay the Insured Person a \$30,000 death benefit should their spouse die as a result of an Injury whilst the Insured Person is on Insured Travel during the Period of Insurance. This benefit is not payable if the spouse is accompanying the Insured Person on the Travel at the time the death by Injury occurs.
29. **Corporate Image Protection**  
If during the Period of Insurance and whilst the Insured Person is on Insured Travel, the Insured Person or group of Insured Persons suffer an Injury, and in Our opinion this is likely to result in a valid claim under the Policy with respect to, Section 1 Personal Accident – Lump Sum Benefits for either, Event 1 – Death or Event 2 – Permanent Total Disablement, We will reimburse the Insured for costs (other than the Insured's own internal costs) incurred for the engagement of image and/or public relations consultants and/or the release of information through the media. Costs must be incurred within fifteen (15) days of, and directly in connection with, such Injury, to protect and/or positively promote the Insured's business and image. The maximum amount We will pay is \$15,000 with respect to any one (1) Event or set of circumstances and is subject to the Insured giving Us a signed undertaking that any amount paid to the Insured will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.
30. **Partner Retraining Benefit**  
If during the Period of Insurance and whilst the Insured Person is on Insured Travel, the Insured Person suffers an Accidental Death or Permanent Total Disablement, We will pay, at the Insured's request, up to \$15,000 towards the actual costs incurred for the training or retraining of the Insured Person's spouse/partner for the purpose of obtaining gainful employment; or to improve their employment prospects; or to enable them to improve the quality of care they can provide to the Insured Person. Provided always that, the Spouse/Partner is aged under sixty-five (65) years at the commencement of such training, the training is provided by a recognised institution with qualified skills to provide such training and all such expenses are incurred within twenty-four (24) months from the date the Insured Person suffered the Injury for which the claim depends.
31. **Independent Financial Advice**  
If an Insured Person sustains an Injury for which benefits are payable under Events 1-9, We will, in addition to payment of the benefit, and at the request of the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-9. Provided however, that such advice is provided by an independent financial advisor who is not a Relative of the Insured Person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum amount We will pay is \$10,000



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## CONDITIONS AND LIMITATIONS

1. Compensation shall not be payable for more than one of the Insured Events 1 to 19 in respect of the same Injury.
2. Any compensation payable for Insured Events 1 to 19 shall be paid in addition to any Sum already paid for under Insured Events 20, 21 and 22 in respect of the same Injury.
3. After the occurrence of any of the Insured Events 2 to 9a, all cover with respect to that Insured Person under this Section 1 shall cease other than any entitlement under Insured Events 20, 21 and 22.
4. Compensation shall not be payable:
  - 4.1 for Insured Events 20, 21, 23 and 24 in excess of a total period of one hundred and fifty six (156) weeks from the date You first become entitled to the payment of weekly compensation in respect of any one Injury or Sickness;
  - 4.2 unless the Insured Person shall as soon as possible after the happening of any Injury giving rise to a claim under this Section 1, procure and follow proper medical advice from a legally qualified medical practitioner.
5. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any Insurance plan.
6. Compensation payable to a Dependent Child under nineteen (19) years of age for Insured Events 1 to 19 will be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.

## EXCLUSIONS

No benefits shall be payable with respect to any Insured Event which result from the Insured Person engaging in or taking part in training for professional sports of any kind.

## SECTION 2 – MEDICAL EXPENSES

### EXTENT OF COVER

1. If an Insured Person sustains an Injury or suffers a Sickness or disease and incurs Medical Expenses (as defined) whilst engaged on Insured Travel during the Period of Insurance We will pay those expenses provided they are incurred outside Your Country of Domicile.
2. We will pay on-going Medical Expenses incurred after You return to Your Country of Domicile provided they relate to a condition which first manifests itself during the period of Insured Travel however all payments are subject to the local legislation in Your Country Of Domicile. If Your Country of Domicile is not Australia then the benefits payable are limited to a maximum amount of \$50,000.
3. We will also pay the expenses related to the Emergency Evacuation of an Insured Person provided such evacuation is recommended by a legally qualified medical practitioner, is authorised by AHI Assist and is outside of Your Country of Domicile.
4. We will also pay for the Emergency Evacuation of an uninsured employee of the Insured (including 3<sup>rd</sup> World Country Nationals) in the Event of an accident and any subsequent medical expenses where an Insured Person also requires an Emergency Evacuation. We will pay an amount of \$25,000 per Person to a maximum of \$100,000 for any one event provided the Emergency Evacuation is during the Period of Insured travel and outside the Insured Person's Country of Domicile.

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

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## DEFINITIONS

**MEDICAL EXPENSES** means expenses incurred within twenty-four (24) months from the date the first expense was incurred and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is required urgently. We will also pay those expenses incurred to repair, replace or adjust dentures provided such expenses relate to Injury of the Insured Person to a maximum of two thousand (\$2,000) dollars.

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

## EXCLUSIONS

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

1. Result from the Insured Person engaging in or taking part in or training for any professional sports of any kind;
2. Are incurred in relation to any condition which was known would require treatment during the period of Insured Travel;
3. Are recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable.
4. Are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.

## SECTION 3 - ADDITIONAL EXPENSES

### EXTENT OF COVER

1. We will reimburse an Insured Person or other Persons for additional and/or forfeited expenses reasonably and necessarily incurred provided such expenses are authorised by AHI Assist or by AHI and are as a direct consequence of:
  - 1.1 the Unexpected Death, Injury or Sickness of the Insured Person or a member of the Insured Person's travelling party (provided that all such Persons are under the age of eighty-five (85) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those Persons having to return to the point of origin of such travel;
  - 1.2 the Unexpected Death, Serious Injury or Sickness of a Relative, business partner or co-director of the Insured Person (provided that all such Persons are under the age of eighty-five (85) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those Persons having to return to the point of origin of such travel. We will also pay for the return of the Insured Person so he/she can continue with his/her Insured Travel;
  - 1.3 the necessity on written advice of a medical practitioner for a Relative, friend, business partner or co-director of the Insured Person to travel to or remain with or escort him or her directly back to the point of origin of the Insured Travel if the Insured Person has suffered Injury or Sickness during the Insured Travel;
  - 1.4 any other unforeseen circumstance happening after the commencement of Insured Travel which results in the Insured Travel being delayed or disrupted and is outside the control of the Insured not otherwise excluded under this Section 3;
  - 1.5 loss of passport and/or travel Documents.
2. If an Insured Person necessarily and reasonably incurs legal costs by reason of false arrest or wrongful detention by any Government or foreign power during Insured Travel, We will reimburse those legal costs up to fifty thousand (\$50,000) dollars for each Insured Person. We will also pay an amount of five hundred (\$500) dollars per day for every day the detention continues but not exceeding a period of thirty (30) days.

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3. If Insured Travel is delayed or interrupted in excess of twelve (12) hours and the Insured Person is prevented from reaching his or her scheduled destination as a result of an aircraft on which he or she is travelling being hijacked, We will pay an amount of one thousand (\$1,000) dollars per day for every day the hijack continues but not exceeding a period of thirty (30) days.
  4. If an Insured Person dies whilst engaged on Insured Travel, We will pay reasonable costs relating to either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the Insured Person's body or ashes to his or her home address.
  5. We will reimburse an Insured Person for additional expenses reasonably and necessarily incurred as a direct consequence of cancellation including strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.
  6. If an Insured Person is hospitalised overseas as an in-patient for more than twenty-four (24) hours due to an Accident or Illness We will pay two hundred (\$200) dollars per day for each completed twenty-four (24) hours to a maximum of six thousand (\$6,000) dollars in addition to any charges made by the hospital in which the Insured Person is hospitalised.
  7. If an Insured Person necessarily and reasonably incurs expenses in circumstances outside the control of the Insured Person which cause a missed transport connection so that the Insured Person is unable to arrive at a Scheduled Meeting which cannot be delayed because of the Insured Person's late arrival, We will pay to the Insured Person a Sum of up to ten thousand (\$10,000) dollars (clear of any amount paid by any Carrier) to enable the Insured Person to Use alternative Scheduled public transport to arrive at the specified destination by the Scheduled time.
  8. If an Insured Person is involved in a traumatic incident where it is recommended by a medical practitioner that trauma counselling is necessary due to the incident We will pay up to \$500 per Insured Person to a maximum of \$10,000 per incident.

## DEFINITIONS

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

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

RELATIVE means the Insured Person's spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiance, fiancée, half-brother, half-sister, aunty, uncle, niece or nephew.

SERIOUS INJURY OR SICKNESS is a condition other than pregnancy for which a Person has not received regular treatment or advice for treatment at the date of the commencement of the Insured Travel, and for which a medical practitioner certifies that the attendance of the Insured Person is necessary for the health of or treatment of that Person or in the case of a business partner or co-director require the Insured Person to take over that Person's business role.

SCHEDULED MEETING means any official, pre-determined meeting or conference arranged by the Insured or the Insured Person which cannot be rescheduled.

## EXCLUSIONS

We will not pay for any expenses:

1. Consequent upon the Insured Person or any other Person engaging in or taking part in or training for any professional sports of any kind;
2. Caused directly or indirectly by:

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- 2.1 cancellation, curtailment or diversion of Scheduled public transport services, including strikes, if there had been prior warning before the date of commencement of the particular Insured Travel that such Events were likely to occur during the Period of Insurance;
  - 2.2 carrier-caused delays where the cost of the expenses is recoverable from the carrier;
  - 2.3 any business or financial Contractual obligations of the Insured Person or any other Person;
  - 2.4 any change of plans or disinclination of the Insured Person or any other Person to travel;
  - 2.5 the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of Persons to commence any tour or journey.
3. Which are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.

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

### **EXTENT OF COVER**

1. We will indemnify the Insured Person for loss of or damage to Property Insured occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel.
2. We will indemnify the Insured Person for loss, theft or fraudulent Use of travellers' cheques, travel Documents and credit cards occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel, together with the cost of replacing, and the Insured Person's legal liability for payment as a result of loss by theft or unauthorised Use by other Persons of the Insured Person's Personal travel Documents.
3. If the Insured Person's baggage is misplaced by a carrier for more than eight (8) hours whilst the Insured Person is engaged on Insured Travel during the Period of Insurance, We will pay up to three thousand (\$3,000) dollars to cover the emergency purchase of essential replacement items.
4. We will indemnify the Insured Person for accidental loss of cash, bank or currency notes, cheques, postal or money orders or petrol coupons occurring on Insured Travel during the Period of Insurance, together with the cost of replacing them and the legal liability of the Insured Person for payment as a result of loss by theft or by unauthorised Use by other Persons. In respect of money taken with the Insured Person for the purpose of Insured Travel, cover shall commence from the time of collection from the bank or seventy-two (72) hours prior to the start of the Insured Travel, whichever occurs last and continue up to seventy-two (72) hours after termination of the Insured Travel or until deposited at the bank whichever occurs first.
5. If an Insured Person loses their identification and keys at the same time and whilst engaged in Insured Travel, We will pay up to one thousand (\$1,000) dollars for the replacement of keys and locks.

### **DEFINITIONS**

THE PROPERTY INSURED means:

1. Baggage and other Personal effects (other than household furniture) that accompany the Insured Person whilst engaged on Insured Travel, including tickets, credit cards, travellers' cheques, travel documents and passports (any One Article [as defined]) limited to 50% of the Sum Insured, or as specified.

ONE ARTICLE is described as one item (including its attached or unattached accessories) or a set or pair of items such as earrings, golf clubs, camera equipment etc.

2. Money, cheques, postal notes, money orders and petrol coupons taken by the Insured Person whilst engaged on Insured Travel.

### **CONDITIONS**

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

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2. We may choose to repair or replace lost or damaged property or pay for the loss in cash.
  3. Should We replace damaged goods then salvage remains the property of the Company. If We replace or pay cash for lost or stolen goods, and those goods are subsequently recovered, then We may seek recovery of these goods.
  4. The Insured Person must substantiate their loss and provide receipts of purchase of articles claimed for and provide withdrawal confirmation of money lost or stolen.
  5. The Insured Person must take all reasonable precautions for the safety and supervision of any Property Insured.

## EXCLUSIONS

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

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

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

### **EXTENT OF COVER**

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

1. The Unexpected Death, Injury or Sickness, compulsory quarantine or jury service of an Insured Person or any Person with whom the Insured Person intended to travel;
2. The Unexpected Death, Serious Injury or Sickness of any Relative, business partner or co-director of the Insured Person who is under the age of eighty-five (85) years;
3. Any unforeseen circumstances outside the control of the Insured Person not otherwise excluded.

### **DEFINITIONS**

**INJURY OR SICKNESS** is one which requires treatment by a medical practitioner and which precludes the Insured Person or other Persons from undertaking the Insured Travel.

**RELATIVE** means the Insured Person's spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancée, half-brother or half-sister.

**SERIOUS INJURY OR SICKNESS** is a condition which a Person is not receiving treatment for or advice for treatment at the date of payment of Insured Travel. Such Serious Injury or Sickness must require a medical practitioner to certify the attendance of the Insured Person is necessary for the health of or treatment of that Person.

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

### **EXCLUSIONS**

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

1. Any Person engaging in or taking part in or training for professional sports of any kind;
2. Carrier-caused delays that are recoverable from the carrier;
3. Any business or financial Contractual obligations;
4. Any changes of plans or disinclination to travel;
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of Persons to commence any tour or journey.
6. Death of a Relative with a known short life span as a consequence of a Sickness.

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

### **EXTENT OF COVER**

1. If an Insured Person is Kidnapped, hijacked, illegally detained or receives an Extortion threat during the Period of Insurance, whilst engaged on Insured Travel within the Territorial Limits, We will reimburse You for Your Ultimate Net Loss, but not exceeding the amount stated in the Schedule, for any one Kidnapping, Detention or Extortion in any one Period of Insurance.
2. Your Ultimate Net Loss includes any monetary loss which is incurred by You for the delivery of services or property in order to secure the resolution of a Kidnap, Detention or Extortion incident. Such expenses include:

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- 2.1 Reasonable fees and expenses of AHI Assist or other independent negotiators authorised by Us or AHI Assist as a result of any damage; or
  - 2.2 any other direct expenses which are reasonable in amount and necessarily incurred by You for the purpose of investigating, negotiating, paying a Ransom demand or recovering the Insured Person, but not including any expenses, fees or damages incurred as a result of any proceedings brought against You arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

## **DEFINITIONS**

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

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

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

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

## **CONDITIONS**

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

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

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

To contact AHI Assist, call: +61 2 9978 6666.

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

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## EXCLUSIONS

We shall not be liable to pay for:

1. any monies by way of reimbursement where, with respect to the particular Insured Person:
  - 1.1 this type of Insurance has been declined in the past;
  - 1.2 this type of Insurance has been cancelled or issued with special conditions in the past;
  - 1.3 a Kidnapping or attempted Kidnapping has occurred in the past;
  - 1.4 an Extortion demand has been made against that Insured Person in the past;
2. any monies in excess of \$250,000 with respect to a Kidnapping occurring in Mexico or any country located in Central or South America.
3. any more than the amount stated in the Schedule for any one Kidnapping or series of Kidnappings, inclusive of monies paid by way of Ultimate Net Loss and expenses, arising out of one event.

## SECTION 7 - EXTRA TERRITORIAL WORKERS' COMPENSATION

### EXTENT OF COVER

We will indemnify You against Your liability occurring whilst the Insured Person is on Insured Travel during the Period of Insurance to pay:

1. Compensation benefits payable under any Workers' Compensation Legislation which provides compensation to injured workers or their dependants for death, Personal Injury or occupational disease arising out of or in the course of employment;
2. Damages at law (but not where entitlement arises solely under any statute) arising out of the death, Injury or occupational disease suffered by an Insured Person as a result of an accident or occurrence happening during the Period of Insurance;

but subject to the Conditions set out below:

1. This Section 7 only applies with respect to Insured Persons who are Your employees and with respect to Persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by You, who are employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia.
2. You must maintain an in-force Policy of Insurance for Australian Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by You.
3. This Section 7 only applies whilst an Insured Person is working on a temporary basis outside the State or Territory in which his or her usual place of employment or employment base is located.

### DEFINITIONS

TEMPORARY EMPLOYMENT means employment in relation to Insured Travel which does not exceed six (6) months.

### LIMIT OF LIABILITY

We shall not pay under this Section 7 more than the amount of compensation and damages with respect to any one Insured Person stated in the Schedule and We shall not pay with respect to all compensation, damages, costs and expenses with respect to all claims arising during the Period of Insurance with respect to all Insured Persons more than the aggregate Limit of Liability set out in the Schedule.

The indemnity provided under this Section 7 shall be further limited as follows:



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1. In the case of a claim for compensation benefits to the difference between the amount so payable and the amount which the Insured Person or his or her dependants are entitled to claim under any Workers' Compensation legislation which You were required to effect as described above, but not to exceed the amount stated in the Schedule 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 You and the amount of indemnity to which You would have been entitled under any Workers' Compensation Legislation which You were required to effect as described above, but not to exceed the amount stated in the Schedule for all damages payable with respect to the death, Injury or occupational disease of any one Insured Person and with respect to the death, Injury or occupational disease of all Insured Persons occurring during the Period of Insurance.

## **CONDITIONS**

1. You must make available to Us all information and Documentation in Your possession relating to any claim submitted by any Insured Person.
2. You must authorise Your Workers' Compensation Insurer or Insurers upon request to make available to Us all such information and Documentation as We may reasonably require.

## **EXCLUSION**

There is no indemnity under this Section 7 with respect to exemplary, punitive or aggravated damages.

## **SECTION 8 - HIRE CAR EXCESS EXPENSES**

### **EXTENT OF COVER**

We will indemnify the Insured Person against any excess or deductible payable under that Policy of Insurance arising out of loss or damage sustained to the Rental Vehicle plus any third party loss/damage that you are legally liable to pay as a result of the car accident during the rental period. We will only pay to a maximum of the Sum Insured stated in the Schedule and provided:

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

### **EXCLUSIONS**

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

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

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## **SECTION 9 - ALTERNATIVE EMPLOYEE EXPENSES**

### **EXTENT OF COVER**

If You necessarily incur Alternative Employee Expenses as defined as the direct result of the original Insured Person suffering death, Serious Injury or Sickness whilst engaged on Insured Travel during the Period of Insurance We will pay You for such expenses up to the limit of the benefit specified in the Schedule of Benefits.

### **DEFINITIONS**

ALTERNATIVE EMPLOYEE EXPENSES means all reasonable and necessary expenses incurred in sending a substitute Person to complete the original Insured Person's journey and objectives. Expenses shall be limited to:

1. an economy return air flight for interstate and intrastate air trips within Australia;
2. a business class return air flight for international air trips outside Australia; and other essential expenses incurred in transportation of the substitute Person.

SERIOUS INJURY OR SICKNESS means 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 fourteen (14) days.

### **EXCLUSIONS**

We shall not be liable for any such expenses:

1. Where the original Insured Person's journey is undertaken against the advice of a medical practitioner or other practitioner;
2. Which You or the original Insured Person had paid or budgeted before the commencement of the journey;
3. Incurred as a result of the original Insured Person engaging in the racing of any motor propelled conveyance of any kind.

## **SECTION 10 - PERSONAL LIABILITY**

### **EXTENT OF COVER**

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

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

### **DEFINITIONS**

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

### **EXCLUSIONS**

We shall not be liable for claims arising from:

1. Death, bodily Injury or Illness to or loss of or damage to property owned by or in the control of:

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

## **SECTION 11 – EVACUATION COVER AND PERSONAL SAFETY (AHI ASSIST)**

### **EXTENT OF COVER**

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

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

We will pay:

- 1.1 the cost of evacuating the Insured Person to the nearest place of safety, and the reasonable cost of accommodation, up to a maximum of five hundred (\$500) dollars per day any one Insured Person to a maximum of fourteen (14) days any one event; or
  - 1.2 when necessary, the reasonable cost of returning the Insured Person to their Country of Domicile if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight; and
  - 1.3 provided the evacuation is authorised by AHI or AHI Assist.
2. If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in an emergency situation where their Personal safety and security is at risk, We will provide assistance where possible and pay the reasonable and necessary expenses incurred for each Insured Person. The emergency situation must be unforeseen and outside the control of the Insured Person and the expenses must be authorized by AHI or AHI Assist.

However We will not pay:

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

### **EXCLUSIONS**

We shall not be liable for claims arising from any:

1. expenses other than emergency, conveyance or accommodation expenses as outlined above;
2. expenses related to evacuation out of a country which You have travelled to after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers do not undertake travel at all, ie Level 4. Such Travel Warning information can be acquired by contacting the Australian Embassy

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in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra or via Our Website address [www.acchealth.com.au](http://www.acchealth.com.au).

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

## **SECTION 12 – LIFE INSURANCE**

### **EXTENT OF COVER**

The Insurer will pay You a benefit if the Insured Person dies solely and directly as the result of a Sickness which first commences during the period of Insured Travel and death occurs during the Period of Insurance and prior to the Scheduled end date of the trip and within four (4) weeks of the commencement of the Insured Travel. The benefit is the lesser of the amount stated in the Schedule or fifty thousand (\$50,000) dollars.

For the purpose of this cover, Sickness commences when the symptoms of the Sickness are such that a reasonable Person in the circumstances of the Insured Person would seek medical treatment. This cover is not available for an Insured Person who is aged sixty-five (65) years or older and will expire when a benefit is paid or on an Insured Person's sixty-fifth (65<sup>th</sup>) birthday (whichever happens first).

### **DEFINITIONS**

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

SICKNESS means an Illness or disease which is not a Pre-Existing Condition and which first became apparent after the commencement of the Insured Travel.

### **EXCLUSIONS**

The Insurer will not pay a benefit with respect to:

1. Death caused by any Pre-Existing Condition;
2. Death caused by childbirth, pregnancy or any complications thereof;
3. A deliberately self-inflicted Injury;
4. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
5. Death caused by a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
6. Any Insured Travel within the Insured Person's Country of Domicile or where the Insured Travel has not originated from Australia or New Zealand.
7. Death which occurs as a direct or indirect result of the Insured Person travelling to any country or any region of a country on a date where there is in place for that country or region an Australian Government Department of Foreign Affairs and Trade Travel Advisory Service rating of "3: Reconsider Your need to travel", or "4: Advised not to travel", or where the Insured Person voluntarily remains there when the Australian Government has co-ordinated an evacuation.

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## **DISPUTE RESOLUTION FOR SECTION 12**

If You are not happy with Our decision and it relates to a claim for Life Insurance, You may refer Your complaint to AIA's internal dispute resolution committee. Internal complaints are normally resolved within forty-five (45) days. In special circumstances We may take longer. If this is the case We will advise You. Should You not be satisfied with Our response to Your concerns after they have been ruled upon by the Committee, then You may take the matter up with the independent Financial Ombudsman Service (FOS) (formerly known as the Financial Industry Complaints Service Ltd). Details as follows:

Financial Ombudsman Service (FOS)  
GPO Box 3  
MELBOURNE VIC 3001  
Telephone: 1300 78 08 08  
Facsimile: (03) 9613 6399  
Email: info@fos.org.au

## **SECTION 13 – DIFFERENCE IN CONDITIONS**

### **EXTENT OF COVER**

To the extent that under Your previous corporate travel Insurance Policy a benefit existed which does not exist under this Policy or was a larger benefit than the similar benefit which exists under this Policy (the difference in conditions benefit), We will pay You the amount that represents the difference in conditions benefit as if that benefit existed under this Policy, subject to the conditions and limitations below.

### **Conditions and Limitations**

We only agree for this section to apply to this Policy if:

- (a) Your previous corporate travel Policy lapsed on the same date as this Insurance Policy became effective (Your previous Policy); and
- (b) We receive from You, prior to cover under this Policy becoming effective, a complete copy of Your previous Policy including all relevant terms and conditions, endorsements, Schedules and sums Insured; and
- (c) We agree to include this Section 13 as a section of cover under this Policy; and
- (d) The agreement to include this Section 13 is recorded in the Schedule of Benefits of this Policy.

Any difference in conditions benefit that may be payable under this Section 13 of this Policy is otherwise subject to the terms, conditions and limitations that applied under Your previous Policy and excludes Life Insurance.

This is a difference in conditions section and nothing in this section suggests that where there are similar benefits under both Your previous Policy and this Policy We will pay both benefits. We will merely pay the benefit under this Policy plus the difference between the benefit amount payable under this Policy and any larger amount that existed for the similar benefit under Your previous Policy (i.e. the difference in conditions).

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## SECTION 14 - TRAVEL & EMERGENCY ASSISTANCE

All Insured Persons automatically qualify for AHI Corporate Membership. This privilege includes Global 24hr/365 day Travel and emergency assistance and concierge services via one telephone number +61 2 9978 6666 (reverse charges will be accepted) or email [ops@dynamiq.com.au](mailto:ops@dynamiq.com.au)

### DIRECT BILLING AGREEMENT

AHI and Dynamiq Pty Ltd have a direct billing agreement. This provides members with automatic approval and payment for all covered medical and security assistance. This is a cashless system, insuring a seamless response, providing peace of mind for all corporate members. AHI Corporate Membership Program services include:

1. Pre travel advice
2. Immediate access to doctors and nurses
3. Replacement of lost or stolen passports
4. Assistance with lost or stolen credit cards or travel Documents
5. Assistance with lost, stolen or delayed baggage
6. Assistance with flight cancellations
7. Immediate access to safety and security experts
8. Evacuation/ repatriation due to political unrest
9. Evacuation/repatriation due to natural disaster
10. Evacuation/repatriation due to medical emergency
11. The ability to assist non-Insured Persons in the event of a travel related incident
12. Australian based assistance and claims management team
13. Cashless system for medical treatment globally
14. International legal assistance
15. Response to any Personal safety and security threats by security specialists
16. Response to Kidnap, Illegal Detention and Extortion by Kidnap and Ransom specialists
17. Concierge services
18. Booking of companion tickets
19. Repatriation of mortal remains
20. Escorted transportation of minors in the event of an Emergency
21. Arrangement and payment accompanying Family members in the event of an emergency
22. The provision of medical supplies where necessary
23. Country risk intelligence reports emailed upon request
24. Protection in real-time situations involving Personal danger and threats
25. Organising medical and dental appointments including hospital admissions
26. Medical referral to specialist clinics, hospital and dental facilities

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27. Advice on the most appropriate and convenient medical facilities
  28. Assistance with submission of a claim
  29. Constant communication between all relevant parties in the event of an emergency
  30. A translator or Interpreter where necessary
  31. Cash Advances where approved
  32. Activating a dedicated crisis response centre during large scale incidents

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## SECTION 15 – PROACTIVE PLATINUM MEMBERSHIP

### EXTENT OF BENEFITS

If You have paid and opted into the Platinum Members Program, Your organisation will receive an unparalleled level of around the clock prevention and response services from Dynamiq. This service assists with achieving Your duty of care and Workplace Health and Safety law obligations to Your staff, contractors, and families. This membership provides a 365 day 24/7 hotline service for all your staff, contractors, and their families in the event of a medical or personal safety issue.

Further, this service is there to help Your organisation prevent and respond to any incidents which may affect your organisation's operations environment or reputation.

Membership includes:

1. Comprehensive travel safety and security website for all employees  

Access to information via password protected Dynamiq Riskline Country Intelligence Portal. Provides the latest alerts for all countries including detailed health, political, environmental, cultural, transport, safety and security risks information, and suggested risk mitigation strategies.
2. Enhanced (No Gaps) response to any uninsured incident whether domestic or international, including non-Insured Persons  

“No Gaps” means everyone is included, everywhere, regardless of incident.

Uninsured response will incur additional costs.
3. Response to corporate or Personal incidents by crisis management and security experts  

Access to all of Dynamiq's medical, security and crisis management team, to ensure Your organisation has 24/7 response to any incident affecting anyone of Your people or their families. Examples may include a suspect package, incident affecting locally employed staff, personal security concern for the daughter of an employee within Australia or abroad, or a sensational news story which could affect brand reputation.
4. Quarterly travel risk management briefings via webinar  

Web enabled seminars which organisations can make available to all employees, contractors, and families. Topics range from travel safety and security, tropical health, or trends in domestic and international threats such as pandemics, kidnapping, and terrorism.
5. Company specific emergency response protocol  

Customised protocol housed within the Dynamiq Emergency Operations Centre which is accessed whenever a case involving Your organisations people is generated. This protocol assists in the streamlining of cases through the rapid escalation to authorised company decision makers and improved two way communications.
6. Itinerary based travel tracking (20 trips per month included)  

Organisation representatives can upload travel itinerary data into the Dynamiq Travel Tracking System. This allows management and Dynamiq's 24/7 Emergency Operation Centre to know where Your people are at any time anywhere in the world. It will send out automated alerts to travellers and managers about incidences which could affect Your people, thus allowing for rapid communication through the Travel Tracking System in case of an emergency.
7. Dedicated dial-in number  

Organisations have access to our dedicated PROACT hotline which streamlines the process to activate a client specific protocol and ensures a rapid response.
8. E-learning travel safety and security training for all staff



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Access via the Dynamiq Riskline Country Intelligence Portal. This e-learning video can be viewed by all employees, contractors, and families before they travel to help ensure their trip is safe and they are well prepared.

9. Online preventative health training

A module within the Dynamiq e-learning package provides preventative health training, advising common health issues that affect travellers and how to avoid them.

10. Access to counsellors and Crisis PR experts

24/7 access to Dynamiq's team of counsellors and Crisis PR experts for any issue or incident. Organisations may offer this counselling to affect resolution of an incident that relates to your employees or brand reputation.

11. Dedicated travel risk management account manager

A senior Dynamiq employee is assigned to Your organisation as an account manager to provide a single point of contact.

12. Project/location specific emergency evacuation plans

As with Dynamiq's travel tracking technology systems can be established for international projects or offices, so that when a significant incident occurs, including but not limited to a natural disaster, terrorist attack, and political unrest, Your management team are notified with information about the incident with suggestions and recommendations for risk mitigation.

13. Proactive medical advice to non travel situations

Medical advice from our doctors and nurses who are on call 24/7 can be obtained regardless of insurance. The purpose of this service is to provide emergency health advice, preventative health advice, and second opinions.

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## **GENERAL EXCLUSIONS APPLYING TO SECTIONS 1 - 11**

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

1. The Insured Person engaging in air travel except as a passenger in any properly licensed aircraft;
2. A deliberately self-inflicted Injury; including suicide or attempted suicide whether sane, insane or under any mental distress;
3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in Your Country of Domicile, Iraq or Afghanistan;
4. The Use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
5. A sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
6. You engaging in or taking part in naval, military or air force service or operations;
7. A criminal or illegal act committed by You.

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

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

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

### **2. SUBROGATION**

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

If the Insured Person brings a claim for loss or damage in their own name against a third party in respect of the facts, matters and circumstances which gave rise to the payments being made under this Policy, then the Insured Person must include in their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments) and should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the Insured received under this Policy. We will provide reasonable cooperation to the Insured Person and their legal advisers in bringing any such action

### **3. CLAIM FORMS**

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

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

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

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

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

## **6. LEGAL ACTION**

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

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

## **7. CANCELLATION**

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

## **8. AGE LIMITATION**

We shall not be liable to pay any money with respect to any Insured Person who has attained the age of eighty-five (85) years for Sections 1 – 11 and sixty-five (65) years for Section 12.

## **9. LIMIT OF LIABILITY**

Our total liability for all claims arising under this Plan during any Period of Insurance shall not exceed the amount stated in the Schedule other than with respect to Section 2 – Medical Expenses and Section 10 - Personal Liability.

In the event this limit is reached, the amount will be automatically reinstated with the appropriate additional premium plus charges being charged.

## **10. CURRENCY**

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

## **11. GOVERNING LAW AND JURISDICTION**

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