



AllClear Traveller Combined Financial Services Guide and Product Disclosure Statement

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Product Disclosure Statement ("PDS")

This PDS contains full details of the cover provided plus the conditions and exclusions which apply to it. **You** must read the PDS carefully.

This insurance is only available to travellers who are citizens or permanent residents of **Australia** or non-permanent residents who have a valid Medicare, Private Health Fund or Overseas Student Travel Insurance in **Australia**.

There are conditions and exclusions which apply to individual sections and general conditions and exclusions which apply to the whole policy.

For some types of cover there is an **excess** amount for which the insured person is responsible and will be deducted from **your** final payout. The **excess** and cover amounts set out in the summary of cover apply to each insured person involved in an incident, per incident.

This PDS contains the full terms and conditions that apply to **your** policy. **We** may make non-material changes to the information in this PDS, which will be set out on **our** website www.allcleartravel.com.au. A free paper copy of any updated information will be given to **you** if **you** request.

Please keep this document in a safe place and carry it with **you** when **you** travel.

We are bound by the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way claims and complaints are handled and help people better understand how general insurance works.

The policy applies to all persons named on the **Policy schedule** who are eligible to be insured and for whom the premium has been paid.

The insurer of this insurance is:

Mitsui Sumitomo Insurance Company Limited (MSI) ABN 49 000 525 637, AFSL 240816 Level 26, 135 King Street, Sydney, NSW 2000, **Australia**. Throughout this PDS the issuer/insurer is referred to as **we, us, our**.

Europ Assistance Australia Pty Ltd (EAA) ABN 71 140 219 594, AFSL 552 106 holds a binding authority from the insurer, MSI to issue contracts of insurance and to deal with or settle claims on MSI's behalf and as MSI's agent. Throughout this PDS, EAA is referred to as Europ Assistance. AllClear Insurance Services Pty Ltd, ABN 76 165 270 066 (Service & Administration Centre: Suite 1.04 Level 1, 19 Harris Street, Pyrmont, 2009, Sydney, NSW, Customer Service Tel: 02 9333 3923. Registered office: Level 14, 440 Collins Street, Melbourne, VIC, 3000),

trading as AllClear, is an Authorised Representative (AR number 1311154) appointed by EAA to distribute and administer this insurance product. Throughout this PDS, AllClear Insurance Services Pty Ltd is referred to as AllClear.

Please refer to the Financial Services Guide ("FSG") section of this document for information on the services provided by AllClear and the remuneration received, or to be received, by AllClear as the authorised representative arranging this insurance product, and the dispute resolution process which apply to this insurance product.

Neither AllClear nor Europ Assistance issues or underwrites (other than as **our** agent) or guarantee the cover provided by this insurance policy.

Financial Claims Scheme

In the event that insurer becomes insolvent, **you** may, subject to eligibility criteria, have entitlement to payment under the Financial Claims Scheme. Information about the Financial Claims Scheme can be obtained from APRA at www.fcs.gov.au or by calling the APRA hotline on 1300 558 849.



PDS Part A

Important Things to Remember

At AllClear **we** believe everyone deserves the right to travel and for that reason **we** have developed this travel insurance policy for **your** peace of mind.

To assist **you** finding **your** way around this document **we** have identified key information for **you** by the use of colour coding and icons.

Sections denoting **YOU ARE COVERED** are highlighted in green.



Sections denoting **YOU ARE NOT COVERED** are highlighted in red.



Throughout this combined Financial Services Guide and Product Disclosure Statement **your** attention is drawn to important information by the following icon: 

PDS Part A

Important Things to Remember

Important

The information provided in this Part A only includes general information about the policy of insurance, including information on the claims process and other factors related to **your** cover.

Part B sets the terms and conditions which apply to **your** cover. Part B and **your Policy schedule** together form **your** contract of insurance and are a legally binding document. It should be kept by **you** in a safe place.

Costs

The premium will be quoted to **you** during the purchasing process and it will also be shown on **your Policy schedule**.

Premiums are based on a number of factors including the destination and length of **your** trip, the level of cover **you** selected, the number of travellers and their ages and any optional covers **you** select, which may include an additional premium for **pre-existing medical condition** cover. Premiums are inclusive of applicable government charges including GST and stamp duty.

Before you go

If **you** need to cancel **your** trip contact the AllClear Travel Insurance Claims helpline on 02 9333 3921

While you are away

1) If you need medical emergency assistance

Europ Assistance provides immediate help in the event of an Insured Person's illness or injury arising outside **Australia** – they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

Australia 02 9333 3922

Outside Australia +61 2 9333 3922

Fax +61 2 9299 8694

Email: AllClearassistance@europ-assistance.com.au

When an Insured Person calls upon the services of Europ Assistance, **your** medical or emergency situation will be assessed and **you** will be guided through a process to resolve it. The service includes, where necessary:

- i) multi-lingual assistance with hospitals and doctors;
- ii) repatriation arrangements by escort by a medical attendant;
- iii) travel arrangements for other members of **your** party or **immediate relative**;
- iv) on arrival in **Australia**, an ambulance service to hospital or **home**.



Please note that failure to contact the assistance company may result in any claim payment being reduced by the amount we have been prejudiced.

2) If you are treated as an outpatient

If **you** receive medical treatment overseas as an outpatient, **you** should pay the hospital or clinic and claim back **your** medical expenses from AllClear Travel Insurance Claims when **you** return **home**, unless **your** outpatient treatment is likely to cost more than \$500, in which case **you** must contact Europ Assistance as soon as reasonably practicable (please refer to the 24 hour medical emergency section above for contact details).

3) In the event of loss, burglary or theft of **personal baggage, valuables** or **money**, **you** must obtain a written police report within 72 hours, or as soon as reasonably practicable.

On your return

How to make a claim

1) If **you** need to make a claim please obtain a claim form by telephoning or writing to the claims service below within 28 days of **your** return, quoting AllClear Travel Insurance and which section of the policy **you** are claiming under;

**AllClear Travel Insurance Claims
Service and Administration Centre,
Suite 1.04 Level 1,
19 Harris Street,
Pyrmont, 2009,
Sydney, NSW**

Tel: 02 9333 3921

Email: AllClearclaims@europ-assistance.com.au

2) Then return **your** completed claim form to the claims service together with **your** original policy and **Policy schedule**, confirmation of booking, **all original receipts and police reports** (which must be obtained within 72 hours of discovery, or as soon as reasonably practicable, in the event of loss, burglary or theft of **money, valuables** or any items of **personal baggage**) and any other evidence requested on the claim form.



Checking Your Documents Are In Order

You must check **your** Policy documents. The pre-existing medical conditions which **you** are covered for are set out in **your Policy schedule**. If they are not correct, please contact the AllClear call-centre on 02 9333 3923.

The cover under Sections 1 and 9 – Cancellation

You can choose a cancellation limit at the time **you** purchase **your** policy. **Your** chosen limit will be shown on **your Policy schedule**. This is the most **we** will pay per person for all claims for cancellation claims combined.

Cancellation cover applies as soon as the premium has been paid or from the policy issue date that appears on **your Policy schedule**. **We** cannot therefore, refund **your** premium in full after this date, except if requested during **your** Cooling-Off Period as detailed on page 4. For Annual Multi-trip insurance, the cover under Sections 1 and 9 starts at the time **you** book the trip or the departure date that appears on **your Policy schedule**.

The cover under remaining Sections

Cover under all other sections applies for the duration of the booked trip including the period of travel from **home** directly to the departure point and back **home** directly afterwards not exceeding 24 hours in each case. If **you** come **home** earlier than planned then cover ends on return to **Australia**. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

Cancelling this Policy

Our right to cancel

We may cancel **your** insurance policy as per the terms of the Insurance Contracts Act 1984 (Cth) (the Act) including where **you** have not complied with the duty of utmost good faith or other provision of the Act, or have made a fraudulent claim. **We** will give **you** written notice of **our** intention to cancel as per the Act.

In this event, **we** will refund the premium in full if it is a Single Trip policy. For Annual Multi-trip policies **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the remaining period of insurance. However, if **we** cancel the policy due to dishonesty or fraudulence, no refund of premium will apply.

Your right to cancel 'Cooling Off Period'

If, having examined this PDS and the **Policy schedule** **you** decide the insurance does not meet **your** needs, **you** can cancel the insurance within 14 days from the date **you** receive the **Policy schedule** and this PDS and **we** will refund the premium provided **you** have not taken a trip to which the insurance applies, and **you** have not made a claim or exercised any other rights under the policy.



Cancelling your policy after the 'Cooling Off Period'

If **you** cancel after this 14 day period, provided that **you** have not made a claim or exercised any other right under this policy, **we** will refund **you** a proportion of the premium for the outstanding period of cover less any government charges and taxes that **we** cannot recover.

To request cancellation of **your** policy please contact AllClear by writing to:

AllClear Travel Insurance
Service and Administration Centre,
Suite 1.04 Level 1,
19 Harris Street,
Pyrmont, 2009,
Sydney, NSW

Email: allclearservice@europ-assistance.com.au



Conditions

Duty to take reasonable care not to make a misrepresentation

Under the Insurance Contracts Act 1984 (Cth) (Act), **you** have a duty to take reasonable care not to make a misrepresentation to **us**.

This duty applies whenever **you** enter into, renew, extend or vary this contract of insurance.

In all cases, **we** will ask **you** questions that are relevant to **our** decision to insure **you** and on what terms.

It is important that **you** understand **you** are answering **our** questions in this way for **yourself** and anyone else that **you** want to be covered by the contract.

When **you** answer the questions **you** must give a true and accurate account of matters. **Your** response should tell **us** everything that **you** know about the question because **your** response is relevant to whether **we** offer **you** insurance and the terms **we** offer **you**.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

Whether or not **you** took reasonable care not to make a misrepresentation will be determined with regard to all the relevant circumstances.

If **we** know, or ought to know about **your** particular characteristics or circumstances, **we** will consider these to determine if **you** took reasonable care not to make a misrepresentation to **us**.

We may consider the following matters to determine if **you** took reasonable care not to make a misrepresentation to **us**:

- the type of insurance contract in question, and its target market;
- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific, the questions **we** asked were;
- how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent/insurance broker was acting for **you**; or
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- **you** are not to be taken to have made a misrepresentation merely because **you**:
 - failed to answer a question; or
 - gave an obviously incomplete or irrelevant answer to a question.

If **you** do not take reasonable care when answering **our** questions and the result is **you** do make a misrepresentation to **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to take reasonable care not to make a misrepresentation to **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

Please check all information on **your Policy schedule** is correct. If any information needs to be updated, please contact **us** as soon as reasonably possible. If **you** are declaring on behalf of another person **you** must ensure **you** are fully aware of their medical history.



Privacy Consent and Disclosure

We and AllClear comply with the requirements of the Privacy Act 1988 (Cth) (Privacy Act) (including the Australian Privacy Principles), which apply to any personal information (as defined in the Privacy Act) that is collected by AllClear.

The policy applies to all persons named on the **Policy schedule** who are eligible to be insured and for whom the premium has been paid. This insurance is only available to travellers who are citizens or permanent residents of **Australia** or non-permanent residents who have a valid Medicare, Private Health Fund or Overseas Student Travel Insurance in **Australia**.



PDS Part B

Your Policy

Summary of Cover

(per person)

	Page	Cover	Excess (See Note 1 below)
1 Cancellation (See note 2 on page 7)	13	Chosen limit	Yes
2 Curtailment (See note 2 on page 7) On trip cancellation	14	\$5,000 additional expenses Chosen limit	Yes Yes
3 Missed departure	15	\$750	No
4 Travel delay	15	\$20 for the first 12 hours \$10 for each 12 hours after up to \$100	No
Abandonment (See note 2 on page 7)		Chosen limit	Yes
5 Personal accident Death Loss of limb or sight or Permanent Total Disablement If you are aged under 16 or over 66 at the time of the accident the death benefit will be limited to funeral and other expenses up to \$1,500 and the Permanent Total Disablement benefit will not apply.	16	\$20,000 \$30,000	No No
6 Medical emergency expenses repatriation and associated expenses Medical inconvenience benefit Loss of medication	16	Unlimited \$20 per day up to \$600 \$300	Yes No Yes
7 Personal property Single article limit Valuables Prescription Spectacles Replacement keys Mobility Aids Delayed Baggage Personal money Under16 limit	18	Up to \$3,000 \$200 (Except Mobility Aids) \$250 \$300 \$50 \$500 \$100 (after 12 hours) \$250 (Cash limited to \$250) up to \$100 (Cash limited to \$50)	Yes Yes Yes Yes No Yes No Yes Yes Yes
8 Personal public liability	19	\$2,000,000	No
9 COVID-19 Expenses: Cancellation or trip disruption	20	Chosen limit	Yes
10 COVID-19 Expenses: Medical expenses outside Australia	21	Unlimited	Yes
11 Legal costs and expenses	22	\$25,000 (Maximum \$50,000 all insured persons)	No
12 Ski equipment Single article limit Ski hire Delayed ski equipment	23	\$500 \$250 \$10 Per day up to \$100 \$150	Yes Yes No No
13 Ski pack	24	\$400	Yes
14 Piste closure	24	\$35 Per day up to \$350	No
15 Golf equipment Loss Hire Single article	25	\$750 \$75 Per day up to \$375 \$250	Yes Yes Yes
16 Loss of green fees	25	\$75 per day up to \$375	No
17 Hole-in-one!	25	\$100	No

Key ❄ Winter Sports Premium must be paid. 🏌 Golf Cover Premium must be paid.

Note1: Your excess will be shown on your Policy schedule. See page 7 for more information about Excesses.

Note 2: Your chosen limit for cancellation, **curtailment** and abandonment will appear on your Policy schedule. This is the most we will pay for any unused non-refundable travel and accommodation arrangements, excursions, tours and activities if your trip is cancelled or curtailed (as detailed in Section 1 Cancellation, Section 2 **Curtailment** and Section 9 **COVID-19 Expenses**).

Please check your Policy schedule to confirm the level of cover you have chosen.

24 Hour medical emergency service included.

Contract of Insurance

Contract of Insurance

This PDS explains the terms and conditions of the cover that **we** will provide in return for **your** premium during the period of cover. The **Policy schedule** and this Part B, which together form the contract of insurance, and is based upon the information that **you** provided during **your** application. In the event of a conflict between Part A and Part B, the terms and conditions in Part B will be determinative.

For Single Trip Insurance

The maximum age limit for single trip insurance is 66 years. Winter sports are covered if the additional premium has been paid.

Maximum Trip Duration - Single Trip Insurance

The maximum trip duration of any one trip is 92 days all regions except Worldwide, which is 62 days.

For Annual Multi-Trip Insurance

The maximum age limit for annual multi trip policies is 66 years of age. Winter sports are limited to 17 days per policy year, where the appropriate additional premium has been paid.

Maximum Trip Duration - Annual Insurance

The maximum trip duration for any one trip is 31 days. If **you** have chosen an Annual Multi-trip Insurance, the outward and return journey must take place during the start and end date shown on the **Policy schedule**.

Excesses

If **your** claim is paid, an **excess** is deducted from any payment **we** make to **you**. The amount of any **excess** is detailed on **your Policy schedule**. Claims under most Sections of the policy will be subject to an **excess**, which applies to each insured person involved in an incident, as do the sums insured under each Section.

If **you** pay an extra premium, **your** policy can include an **excess** waiver which will remove all **excesses**. **excess** waiver must be selected at time of purchase and cannot be applied retrospectively.

Medical Health Requirements

Have **you** or anyone in **your** party:

- 1) Taken any prescribed medication or required medical treatment within the last two years?
- 2) Been a registered in or out-patient in the last two years?
- 3) Been placed on a waiting list currently for investigations or treatment?

- 4) Been diagnosed by a doctor or consultant as suffering from a terminal illness?

To avoid confusion, **we** want to highlight what **we** will, and will not, cover with regard to claims for ill-health.

Pre-existing medical conditions

We will cover you for claims associated with those **Pre-existing medical conditions** or disabilities **you** disclosed to **us** and **we** accepted in writing.

A **Pre-existing medical condition** does not include any condition that **you** are not aware, or a reasonable person in **your** circumstances could not have been expected to be aware, at the time of entering into this policy.

We will not cover **you** for claims associated with **Pre-existing medical conditions** that **you** did not disclose to **us** and **we** did not accept in writing. **You** must tell **us** about ALL medical conditions for which **you** answer yes under 1 – 4 above.

We cannot provide cover for some conditions and not for others **you** choose not to include in **your** declaration to **us**.

All Medical Conditions

We will not cover **you** for any medical condition or disability (pre-existing or otherwise) if:

- 1) **your** state of health is significantly worse than **you** told **us**;
- 2) **you** know **you** have a terminal condition, but have not told **us**;
- 3) **you** know **you** will need medical treatment during **your** trip;
- 4) one of the purposes of **your** trip is to obtain medical treatment;
- 5) **you** are travelling against the advice of a **medical practitioner**;
- 6) **you** are not fit to travel on **your** trip.

Change In State Of Health

If there is a change in **your** health prior to booking or commencing **your** trip, **you** must consult with **your medical practitioner** to confirm **you** are fit to continue with **your** planned trip. There is no cover under this policy for expenses **you** incur due to making further arrangements or continuing with **your** trip if **you** are not fit to travel.

We have the right from the date of issue up to the date of travel to request a letter from **your medical practitioner** detailing **your pre-existing medical condition(s)**, and confirming that **your** condition(s) have not changed or got worse, along with agreeing that **you** are fit to travel.

Contract of Insurance

Continued from page 7



Non-Travelling Relatives

You may have a **immediate relative** with a medical condition who is not travelling with **you**. In some cases, if their state of health deteriorates greatly, **you** may want to cancel or **curtail your** trip.

Subject to all the other terms and conditions, such claims are covered if the relative's doctor is prepared to state that at the date **you** booked **your** trip, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the doctor will not confirm this, **your** claim is not covered. In the event of a claim the doctor must complete the medical certificate on the claim form.

Travelling When Pregnant

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Sections 1 and 6 for unforeseen bodily injury or illness. Childbirth is not considered to be either unforeseen, or an illness or injury. Therefore there is no cover if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy.

Cover is only provided under sections 1 and 6 for claims arising from **complications of pregnancy and childbirth** which are defined as:

Toxaemia - toxins in the blood

Gestational diabetes - diabetes arising as a result of pregnancy

Gestational hypertension - high blood pressure arising as a result of pregnancy

Pre-eclampsia - where **you** develop high blood pressure, carry abnormal fluid and have protein in **your** urine during the second half of pregnancy

Ectopic pregnancy - a pregnancy that develops outside of the uterus

Molar pregnancy or **Hydatidiform mole** - a pregnancy in which a tumour develops from the placental tissue

Post-partum haemorrhage - excessive bleeding following childbirth

Retained placenta membrane - part or all of the placenta is left behind in the uterus after delivery

Placental abruption - part or all of the placenta separates from the wall of the uterus

Hyperemesis gravidarum - excessive vomiting as a result of pregnancy

Placenta praevia - when the placenta is in the lower part of the uterus and covers part or all of the cervix

Stillbirth

Miscarriage

Emergency Caesarean section

A termination needed for medical reasons

Premature birth - more than 8 weeks (or 16 weeks if **you** know **you** are having more than one baby) before the expected delivery date.

Please make sure that **your** doctor and midwife are aware of **your** travel plans and that **you** are not travelling against medical advice. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements.

You should check with them or any other mode of transport **you** propose to take before **you** book. **You** are not covered for claims arising from pregnancy, where, at the point of checking in for or boarding **your** mode of transport, **you** fail to comply with the carrier's conveyance of pregnant women policy. **Age Restrictions**

For Single Trip Insurance

The maximum age limit for single trip insurance is 66 years. Winter sports are covered if the additional premium has been paid.

Maximum Trip Duration - Single Trip Insurance

The maximum trip duration of any one trip is 92 days all regions except Worldwide, which is 62 days.

For Annual Multi Trip Insurance

The maximum age limit for annual multi trip policies is 66 years of age.

Maximum Trip Duration - Annual Insurance

The maximum trip duration for any one trip is 31 days. If **you** have chosen an Annual Multi-trip Insurance, the outward and return journey must take place during the start and end date shown on the **Policy schedule**.

Winter sports

Winter sports cover is only available to persons aged 66 years and under (at date of issue), if the additional premium has been paid.

Winter sports are limited to 17 days per policy year, where the appropriate additional premium has been paid.

Children Travelling Independently

Children under 18 years who travel on their own must be dropped off and picked up at the departure point by a responsible adult aged over 21.

Contract of Insurance

Continued from page 8

Conditions

1) This insurance is only available to travellers who are citizens or permanent residents of **Australia** or non permanent residents who have a valid Medicare, Private Health Fund or Overseas Student Travel Insurance in **Australia**;



2) this policy is only valid for trips commencing in and returning to **Australia**;

3) cover is only available for the whole duration of the booked trip. Cover cannot be effected once travel has commenced.



4) if **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 72 hours of discovery, where reasonably practicable. Please make sure **you** get a copy of the police report. Failure to obtain a report may result in **us** reducing the amount **we** pay; **we** may decline **your** claim if **you** are not able to provide appropriate evidence to demonstrate that the loss has occurred;



5) if **you** are claiming due to a medical reason, **you** will need to submit appropriate documentation to support **your** claim, such as certification from **your medical practitioner**. Failure to do so may result in **us** reducing the amount **we** pay in the event of a claim;

6) **you** must give **our** claims department any medical certificates, information, evidence and receipts that are reasonably necessary to assess any claim, these must be obtained by **you** at **your** expense;

7) in the event of a claim, if **we** require a medical examination **you** must agree to this if it is reasonably necessary to assess **your** claim. And in the event of death **we** are entitled to a post-mortem examination unless this is illegal in the country in which the post-mortem examination is to be performed;

8) **you** must take all reasonable steps to recover any lost or stolen article;

9) if any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited;

10) **you** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**;

11) **we** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party;

12) **we** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect;

13) **you** must help **us** get back any **money** that **we** have paid, from other insurers or any other person, by giving **us** all the details **we** may reasonably need and by filling in any forms **we** may reasonably require. If **we** agree to cover **your** loss, **you** must let **us** take over and pursue any legal right of recovery **you** may have and **you** must provide reasonable co-operation in any recovery action;

14) **you** are required to take all reasonable care to protect **yourself** and **your** property and to act as though **you** are not insured;

15) before **you** commence **your** trip, **you** must let **us** know about the destination region **you** are travelling to and spending most time in if **you** are spending more than 48 hours in on **your** trip in the continents of North America or South America. Otherwise, **we** can refuse **your** claim if it relates to travel in a region **you** did not tell **us** about.

Geographical Limits

Geographical Limits - Single Trip

Region 1 – Domestic Australia

Region 2 – New Zealand and Pacific

The South Pacific: American Samoa, Cook Islands, Fiji Islands, French Polynesia (including Tahiti), Kiribati, New Caledonia, Niue, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, Lord Howe Island, New Zealand, Papua New Guinea.

Region 3 – Worldwide excluding Asia (see Asia definition) and America *

Worldwide excluding Asia, USA, Canada, Mexico, Central & South America and Antarctica

Region 4 – Worldwide excluding America*

Region 5 – Worldwide - all countries worldwide *

Geographical Limits - Annual Multi-Trip

Region 6 – Worldwide excluding Asia (see Asia definition) and America *

Worldwide excluding Asia, USA, Canada, Mexico, Central & South America and Antarctica.

Region 7 – Worldwide excluding America *

Region 8 – Worldwide - all countries worldwide.*

Asia is defined as: Bangladesh, Bhutan, Burma, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Laos, Malaysia, Maldives, Nepal, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand and Vietnam only.

* This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Antarctica, Belarus, Chad, Cuba, Crimea, Democratic Republic of Congo, East Timor, Haiti, Iran, Iraq, Lebanon, Liberia, Myanmar, North Korea, Pakistan, Palestine, Russia, Somalia, Sudan, Syria, Uganda, Venezuela, Yemen and Zimbabwe.

Please note: If **you** are travelling to multiple destinations which are in different Geographical Regions, **you** must select the highest Geographical region (region 1 being the lowest geographical region, region 5 being the highest), as this will cover travel in each of the lower Geographical Regions.

If **you** will spend more than 48 hours of **your** trip in the continents of North America or South America, then **you** should select the "Worldwide Including" travel policy plan.

Definitions

Definitions

Wherever the following words and phrases appear in this policy they will always have these meanings:

Australia - the following states or territories of the Australian Commonwealth only; Australian Capital Territory, New South Wales, Norfolk Island, Northern Territory, Queensland, South Australia, Tasmania, Victoria, Western Australia.

Australian resident - Someone who currently lives in **Australia** and holds a valid Australian Medicare card or visa with unrestricted right of entry into **Australia**, allowing them to live, work or study in **Australia** and access medical care in **Australia**.

If requested, **you** are required to provide such evidence in any of the following forms:

- a) copy of **your** passport;
- b) Australian residency documents;
- c) birth certificate;
- d) copy of valid Medicare, Private Health Fund; or Overseas Student Travel Insurance;
- e) any other official documents proving residency or citizenship.

We are not obligated to pay a claim or provide assistance if such evidence cannot be supplied, if requested.

Close Business Associate - Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Complications of pregnancy and childbirth - see **Travelling When Pregnant** on page 8.

Commercial cruise - Any travel on sea, ocean or river by any commercially operated ship, boat or other sea vessel with scheduled travel time longer than 2 hours.

COVID-19 - Coronavirus (**COVID-19**); severe acute respiratory syndrome coronavirus (SARS-COV-2); or any mutation or variation of these.

Curtail/Curtailment - Return early to **home** in **Australia**.

Epidemic - A fast spreading infectious or contagious disease or illness documented by a public health authority.

Excesses - see **Excesses** on page 7.

Fitness to travel - is defined as taking into account destination, duration and mode of travel, the insured persons are not likely to need medical intervention during their trip.

Golf Equipment - golf clubs, golf balls, golf bag, golf trolley and golf shoes.

Home - **Your** residential address in **Australia**.

Home Country - is **Australia** if this is **your** usual country of residence.

Immediate Relative - Mother, father, sister, brother, wife, husband, partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

Medical Practitioner - A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

Money - Cash, postal and **money** orders, travel tickets, lift passes (in respect of winter sports trips where the appropriate premium has been paid), passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

Mobility Aids - Wheelchair, motorised wheelchair, prosthetic limb, walking frame, walking stick or crutches.

Pandemic - An **epidemic** that is expected to affect more than one country or declared to be a **pandemic** by a public health authority.

Personal Accident - Accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Baggage - **Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

Permanent Total Disablement - Disablement as a result of which **you** are unable to carry on or perform any business or occupation, and which, having lasted for a period of 12 months is, at the end of that period, beyond hope of improvement.

Policy schedule - The AllClear Travel Insurance document showing the names and details for all the people insured under this policy and any special conditions that apply.

Pre-existing medical condition - any disease, illness or injury for which:

- **you** have received medication, advice or treatment; or
- **you** have experienced symptoms whether the condition has been diagnosed or not; or
- **you** are receiving or waiting for medical tests, results or treatment for any condition or set of symptoms that have not been diagnosed.

Definitions

Continued from page 11

A **Pre-existing medical condition** does not include any disease, illness or injury unless you knew about the medical condition or a reasonable person in your circumstances could be expected to have known about the medical condition at the time of entering into this policy.

Preventative Medication – Any medication prescribed or otherwise which is taken purely to prevent an illness or medical condition occurring. Examples may include; beta blockers to prevent Migraine Headaches, Blood thinning drugs to prevent blood clots on long haul flights (where no previously diagnosed related medical condition has existed), Statin drugs where high cholesterol has NOT been previously diagnosed, Birth Pill, HRT, etc.

Proof of Ownership – We may consider valuation certificates, ATM receipts, and warranty cards if **you** are unable to provide receipts, bank statements and/or invoices. Photographic evidence is not **proof of ownership**.

Public Place – Includes but is not limited to shops, airports (including airport lounges), train stations, bus stations, streets, hotel foyers and grounds, hotel or motel room after **you** have checked out, function, exhibition or conference centres, restaurants, beaches, public toilets, **public transport** and any place to which the public has access.

Public Transport – Aircraft, ship, train, tram, taxi, bus or any other shared passenger service which is available for use by the general public.

Ski Equipment – Skis (including bindings), ski boots, ski poles and snowboards.

Ski Pack – Pre-booked lift passes, hired skis and boots and ski school fees.

Unattended – When an item is not on **your** person at the time of loss, left with a person other than **your** travelling companion, left in a position where it can be taken without **your** knowledge including on the beach or beside the pool while **you** swim or leaving it a distance where **you** are unable to prevent it from being unlawfully taken unless it is in a locked room, safe, in a locked boot of a locked vehicle or in the luggage space at the back of a locked estate car or locked hatchback under a top cover and out of view.

Valuables – Watches, furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, all photographic/digital/optical/audio and video media, iPods, MP3 players and/or accessories, telescopes, and binoculars.

We/Us/Our – Mitsui Sumitomo Insurance Company Limited ABN 49 000 525 637

You/Your – Each Insured Person.

Section 1

Cancellation

Cover under this section is up to the Chosen limit for cancellation that appears on **your Policy schedule**. If **you** have selected a limit of \$0, **you** will not have cover under this Section.

YOU ARE COVERED



Up to **your** chosen limit if **your** travel and accommodation arrangements, excursions, tours and activities are cancelled before **your** departure from **Australia** if this is **your** usual country of residence (including ski hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid), which have not been used and which **you** have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

- 1) the death or disablement by bodily injury, illness, or being subject to quarantine of:
 - a) **you**;
 - b) any person **you** are intending to travel or stay with;
 - c) an **immediate relative** of **yours** or of any person **you** are intending to travel with; or
 - d) a **close business associate** of **yours**;

You must provide a medical certificate from a **medical practitioner** confirming that the cancellation of the trip is medically necessary;

- 2) **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
- 3) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft;
- 4) the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business; or **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft.
- 5) **your** passport, or the passport of any person **you** are intending to travel with being stolen during the seven days before **your** departure date;
- 6) **you**, an **immediate relative** of **yours** or any person **you** are travelling with, who is a member of the Armed Forces, emergency services or administrative government employees being ordered to return to duty;
- 7) if **you** become pregnant after **we** have sold **you** this policy, and **you** will be more than 32 weeks pregnant (or 26 weeks if **you** are expecting more than one baby) at the start of, or during, **your** trip. Or, **your** doctor advises that **you** are not fit to travel because **you** are suffering from **complications of pregnancy and childbirth**.

YOU ARE NOT COVERED FOR



- 1) The **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;
- 2) claims arising from **your** medical condition where **you** are unable to provide documentation that demonstrates the cancellation was deemed medically necessary by **your medical practitioner**;
- 3) claims arising from pregnancy, where, at the point of checking in for or boarding **your** flight, **you** fail to comply with the airline's conveyance of pregnant women policy;
- 4) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
- 5) claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and Australian Passport Office;
- 6) claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline);
- 7) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) any change of plans because **you** or **your** travelling companion change **your** mind and decide not to proceed with **your** original trip, or choose not to travel;
- 9) **you** being unable to travel due to a failure to obtain the passport or visa needed for the planned trip. This includes a failure to obtain ESTA Approval when **you** are travelling to the USA;
- 10) **you** failing to check in according to **your** itinerary or the times advised to **you**;
- 11) costs which **you** have paid on behalf of any other person, unless that person is also an insured person named on **your Policy schedule**. (An **excess** will still be applied to each person who the costs relate to);
- 12)
 - a) claims arising from **your** business (other than severe damage to **your** business premises) or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to **you** being involuntarily retrenched from **your** usual full time employment in **Australia**;
 - b) claims arising from **your** financial or contractual obligations or those of **your** travelling companion, relative or business associate;
- 13) where an airline ticket was purchased using frequent flyer or similar air points, **we** will pay **you** the frequent flyer or similar air points lost following cancellation of **your** air ticket. The amount payable will be calculated as follows:
 - i) If the airline will not refund **your** points, **we** will pay **you** the cost of equivalent class air ticket based on the quoted retail price at the time the ticket was issued;
 - ii) If the airline will only refund a portion of **your** points, **we** will pay **you** the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of **your** points refunded back to **you**;
- 14) for anything mentioned in the General Exclusions.

Section 2

Curtailment

This section applies for return to **Australia** earlier than planned.

Cover for **you** unused arrangements under this section is up to the Chosen limit for cancellation that appears on **your Policy schedule**. If **you** have selected a limit of \$0, **you** will not have cover for the value of unused arrangements under this Section.

The proportional value of costs will be calculated from the date of return to **Australia**.

YOU ARE COVERED



Up to **your** chosen limit for:

- 1) the value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for before **your** departure from **Australia** (including ski hire, ski school and lift passes, which do not have to be paid for before **your** departure from **Australia**, in respect of winter sports trips where the appropriate premium has been paid), if **you**, and where appropriate a companion covered by this policy, have to **curtail your** trip and return to **your home** earlier than planned due to:
 - a) the death, severe injury or serious illness of:
 - i) **you** or any person **you** are travelling with;
 - ii) the unexpected death of, or sudden serious injury or illness of, **your**, or **your** travelling companion's relative who is resident in **Australia** and who is in **Australia** at the time the event occurs;
 - iii) a **close business associate** of **yours** resident in **Australia** and who is in **Australia** at the time of the event;

You must provide a medical certificate from a **medical practitioner** confirming that the cancellation of the trip is medically necessary;

 - b) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft;
 - c) the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business; or **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft;
 - d) **you** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of any person **you** are travelling with;

These proportionate value of costs will be calculated from the date of return to **Australia**.

- 2) Reasonable additional travelling expenses incurred by **you** for returning to **Australia** (Economy Class) earlier than planned for a reason stated in benefit 1 of this section;

3) **You**, an **immediate relative** of **yours** or any person **you** are travelling with, who is a member of the Armed Forces, emergency services or administrative government employees being ordered to return to duty.

YOU ARE NOT COVERED



- 1) The **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;
 - 2) claims arising from **your** medical condition where **you** are unable to provide documentation that demonstrates the **curtailment** was deemed medically necessary by a **medical practitioner** or agreed by Europ Assistance;
 - 3) additional travelling expenses incurred which are not authorised either by **us** or Europ Assistance, as detailed on page 3;
 - 4) claims where a theft of passport has not been reported to the necessary authorities, and a written report obtained;
 - 5) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
 - 6) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
 - 7) any change of plans because **you** or **your** travelling companion change **your** mind and decide not to proceed with **your** original trip, or choose not to travel;
 - 8) **you** being unable to continue with **your** travel due to a failure to obtain the passport or visa needed for the planned trip. This includes a failure to obtain the ESTA Approval when **you** are travelling to the USA;
 - 9) **you** failing to check in according to **your** itinerary or the times advised to **you**;
 - 10) costs which **you** have paid on behalf of any other person, unless that person is also an insured person named on **your Policy schedule**. (An **excess** will still be applied to each person who the costs relate to);
 - 11)
 - a) claims arising from **your** business (other than severe damage to **your** business premises) or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to **you** being involuntarily retrenched from **your** usual full time employment in **Australia**;
 - b) claims arising from **your** financial or contractual obligations or those of **your** travelling companion, relative or business associate;
 - 12) for anything mentioned in the General Exclusions.
- Europ Assistance only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy. **Curtailment** is only applicable if **you** return to **Australia** earlier than planned.

Section 3

Missed Departure

This section does not apply to trips within **Australia**.

YOU ARE COVERED



Up to the amount shown in the summary of cover on page 6 for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an accident or **you** being delayed as a result of a major accident on a motorway or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked trip from or to **Australia**.

You must obtain documentation from the appropriate authority confirming the accident and delay.

YOU ARE NOT COVERED



- 1) If sufficient time has not been allowed for **your** travel in order to meet the check-in time specified by the transport providers or agent;
- 2) if **you** are not proceeding directly to the departure point;
- 3) If **you** are unable to provide documentation that demonstrates the cause and duration of the delay;
- 4) for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
- 5) for anything mentioned in the General Exclusions.

Section 4

Travel Delay

This section does not apply to trips within **Australia**.

YOU ARE COVERED



1) For a benefit of \$20 for the first full 12 hours **you** are delayed and \$10 for each full 12 hours **you** are delayed after that, up to a maximum of \$100 (regardless of the number of incidents of delay); or

2) up to the amount shown in the summary of cover for **your** travel and accommodation which has not been used and which **you** have paid or been contracted to pay for if **you** abandon the trip (on the outward journey only) after the first full 12 hours;

If **your** outward or return flights, sea crossing, coach or train departure to or from **Australia** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

- a) strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
- b) adverse weather conditions being the underlying and continuing cause;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

YOU ARE NOT COVERED



- 1) For the **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person (this is only applicable if **you** abandon the trip);
- 2) if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;
- 3) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Safety Authority (CASA) or Ports Australia or similar body in any country;
- 5) for any claims arising from volcanic ash;
- 6) any claim that results from a delay due to an event which the public knew about, at the time **you** made **your** travel arrangements for the trip or at the time that **you** purchased **your** policy, whichever is the latter;
- 7) for anything mentioned in the General Exclusions.



This section only applies for delays at **your** final international departure point to or from **Australia**.

Section 5

Personal Accident

YOU ARE COVERED ✓

The following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have an accident during **your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **your** consequent death or disability:

- 1) death – \$20,000;
- 2) **permanent total disablement** – \$30,000.



If **you** are aged under 16 or over 66 at the time of the accident the death benefit will be limited to funeral and other expenses up to \$1,500 and the **permanent total disablement** benefit will not apply.

The following definitions apply specifically to this section:

Loss of limb – means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

Loss of sight – means total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; and
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

YOU ARE NOT COVERED FOR ✗

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) **your** sickness, disease, physical or mental condition that is gradually getting worse;
- 2) an injury which existed prior to the commencement of the trip;
- 3) pregnancy;
- 4) any claims under this section notified to **us** later than 12 months from the date of the accident;
- 5) any claims arising from any one of the sports and activities that the table of covered sports and activities notes as not covered under this Section;
- 6) for anything mentioned in the General Exclusions.

Section 6

Medical Emergency Expenses

(not private health insurance)

This section applies to trips outside **Australia**.

Cover does not apply otherwise to trips within **Australia**.



Before a claim for emergency expenses can be submitted under this section, **you** must have contacted Europ Assistance as soon as reasonably practicable. Please refer to page 3.

If **you** are taken into hospital or **you** think that **you** may have to come **home** early (be repatriated) or extend **your** trip because of illness or accident, the emergency assistance company must be told as soon as reasonably practicable.

YOU ARE COVERED ✓

If during **your** trip, **you** become ill or are injured **you** are covered up to the amount shown in the summary of cover on page 6 for costs incurred outside **Australia**:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to \$350;
- 2) for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class) including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
- 3) loss of medication shall be limited to \$300;

Section 6 - Medical Emergency Expenses

Continued from page 18

4) in the event of death:

- a) for conveyance of the body or ashes to **Australia** (the cost of burial or cremation is not included); or
- b) local funeral expenses overseas limited to \$1,500;

5) for reasonable cattery or kennel costs **you** have to pay if for medical reasons **you** cannot return **home** as planned;

6) up to \$20 for each 24 hour period that **you** are in hospital as an in-patient up to \$600 total during the trip.



All receipts must be retained and produced in the event of a claim. **We** may reduce the amount **we** pay in relation to a claim, or refuse a claim completely, if **you** do not provide evidence of **your** expenses that **we** reasonably require, such as receipts.

If **you** refuse to come back to **Australia** when Europ Assistance reasonably considered **you** were fit to return **Home** according to the available medical advice, **we** will only be responsible for costs and expenses incurred up until the day of **our** request.

YOU ARE NOT COVERED



1) For the **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;

2) for private medical treatment where satisfactory public care or treatment is readily available in any country under any reciprocal health agreement between **Australia** and any foreign governments unless **we** have agreed the private medical treatment is medically necessary;

3) for any expenses incurred for illness, injury or treatment required as a result of:

- a) for surgery or medical treatment which in the opinion of the attending doctor and the Europ Assistance doctor can be reasonably delayed until **your** return to **Australia**;
- b) for medication and/or treatment which at the time of departure is known to be required or to be continued outside **Australia**;

4) for preventative treatment which can be delayed until **your** return to **Australia**;



5) if **you** have not obtained a written certificate of fitness and ability to travel where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your** trip;

6) for claims that are not confirmed as medically

necessary by the attending doctor or Europ Assistance;

7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;

8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;

9) for treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre;

10) for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;

11) for taxi fares not considered medically necessary, or where receipts have not been provided;

12) for telephone expenses;

13) for costs that arise over 12 months after a claim was first notified;

14) for any claim that comes from pregnancy or childbirth, unless a qualified **medical practitioner** confirms that the claim comes from **complications of pregnancy and childbirth**;

15) any search and rescue costs (costs charged to **you** by a government, regulated authority or private organisation connected with finding and rescuing an individual. This does not include medical evacuation costs by the most appropriate transport);

16) any treatment, medication or any other additional expenses as detailed under section 6 that occur after **you** return back to **Australia**;

17) costs of more than \$500 that **you** incur unless **we** have agreed beforehand may be reduced by any additional amount **we** incur due to **you** not contacting **us**. **Our** consent will not be unreasonably withheld, and this exclusion does not apply if in **your** circumstances it is impractical for **you** to contact **us** prior;

18) for anything mentioned in the General Exclusions.

Section 7

Personal Property

YOU ARE COVERED



1) Personal Baggage

Up to the amount shown in the summary of cover on page 6 for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you** except **mobility aids**, hired, loaned or entrusted to **you** by Australian Medicare or similar body), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

Items	Yearly Depreciation	Maximum Deduction
Phones, electrical devices, communication devices, all computers, photographic equipment, tablets, electronics equipment and clothing	20%	90%
Jewellery	5%	90%
All other items	10%	90%

The maximum **we** will pay for the following items:

- \$250 for all **valuables** in total;
- \$200 for single article limit – any one article, pair and/or set of articles (except **mobility aids**);
- \$300 for all prescription spectacles (single article limit applies);
- \$50 for replacement keys (house and/or car only);
- \$500 for **mobility aids**, including the necessary costs to hire other **mobility aids**.



In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

2) Delayed Baggage

Up to \$100 towards the cost of buying replacement necessities if **your** own **personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.



Any amount **we** pay **you** under 2 (Delayed Baggage) will be refunded to **us** if **your personal baggage** proves to be permanently lost.

3) Personal Money

Up to \$250 (limited to \$250 for each loss) if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.



If **you** are aged under 16, claims under Personal **Money** are limited to \$100 overall (cash \$50).

4) Property Claims

These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.

We consider a number of factors in calculating a claim settlement. These include:

- amount of loss or damage;
- applicable **excess**;
- policy limits and sub-limits shown in the Table of benefits;
- depreciation at the rates set out in this policy; and
- policy terms and conditions.

When settling a claim for lost, damaged or stolen items, **we** may do one or more of the following in consultation with **you**:

- a) repair; or
- b) replace (based on the original items specification, with the equivalent in the market at time of settlement); or
- c) provide store credit voucher for replacement; or
- d) provide a cash settlement.

Settlements allow for a reasonable depreciation rate which is shown in the relevant coverage section.

Section 7- Personal Property

Continued from page 18

YOU ARE NOT COVERED



1) For the **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, each and every incident and for each insured person (not applicable to 2, Delayed Baggage);



2) if **you** do not exercise reasonable care for the safety and supervision of **your** property;



3) for property **you** leave **unattended** in any **public place** or with someone **you** do not know looking after it without **you** taking reasonable precautions to prevent the property becoming lost or stolen. This exclusion will not apply where leaving the property **unattended** or with someone **you** do not know was unavoidable (for example, due to **you** suffering a medical emergency that requires **you** to urgently leave a **public place**);

4) if in the event of loss, burglary or theft of **personal baggage, valuables** or **money**, **you** do not obtain a written police report within 72 hours, or as soon as reasonably practicable;

5) if **your personal baggage** is lost, damaged or delayed in transit, if **you** do not:

a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline); or

b) follow up in writing within 7 days or as soon as reasonably practicable, to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;

6) for loss, destruction, damage or theft:

a) from confiscation or detention by customs or other officials or authorities;

b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, mobile phones and accessories, computers/games consoles (including handheld consoles) and/or accessories, televisions, sports gear whilst in use (other than **ski equipment** for winter sports trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/ accessories, Personal Digital Assistants (PDA's) and/or accessories;

c) due to wear and tear, denting or scratching, moth, vermin or insects; gradual deterioration, damage by, atmospheric or climatic conditions, or any process of cleaning, dyeing, ironing, repairing, restoring or like action;

d) of **valuables** left as checked-in baggage;

7) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;

8) for **valuables you** leave **unattended** in a vehicle for any length of time, even if concealed;

9) for **unattended personal baggage** stolen from:

a) a vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry; or

b) a vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;

10) for any shortages due to error, omission or depreciation in value;

11) for any property more specifically insured or recoverable under any other source;

12) for the cost of replacement locks;

13) any property left with a Motorcycle. This includes in locked compartments;

14) any claim relating to an item **you** have claimed TRS (Tourist Refund Scheme);

15) any claims in relation to:

a) unaccompanied luggage (unless **your** airline carrier has to transfer **your** luggage to a different carrier or flight for reasons other than the luggage being over the allowable weight limit);

b) luggage sent under any freight agreement or items sent by postal or courier services;

16) claims where **you** are unable to provide **proof of ownership**;

17) claims arising due to an unauthorised person fraudulently using **your** credit or debit cards;

18) loss of jewellery (other than wedding rings) while swimming or taking part in physical, sporting or adventure activities;

19) loss of data or losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within **your** baggage;

20) for anything mentioned in the General Exclusions.

Section 8

Personal Public Liability

YOU ARE COVERED

Up to a maximum of \$2,000,000 for **your** legal expenses and legal liability for damages which were caused by an accident that happened during the trip, and leads to a claim made against **you** for:

- 1) accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;
- 2) loss of or damage to any property which does not belong to, is not in the charge or control of **you**, or any member of **your** family, household or employee;
- 3) damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

YOU ARE NOT COVERED

- 1) fines imposed by a Court of Law or other relevant bodies;
- 2) anything caused directly or indirectly by:
 - a) liability for which **you** are responsible for, because of an agreement that was made;
 - b) injury, loss or damage arising from:
 - i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii) the carrying out of any trade or profession;

- iv) racing of any kind;
- v) any deliberate act;
- vi) **your** own employment, profession or business or anyone who is under a contract of service with **you**, acting as a carer, whether paid or not, or any member of **your** family or travelling companion or the work **you** or any member of **your** family or travelling companion employ them to do;
- c) liability covered under any other insurance policy; including workers compensation legislation, an industrial award or agreement, or accident compensation legislation;

3) any liability arising due to **you** acting as the leader of a group taking part in an activity;

4) judgments which are not established by a court in **Australia** or the country in which the event occurred giving rise to **your** liability (unless **we** otherwise provide **our** express prior written agreement to settle or compromise an action);

5) any claim for exemplary, punitive or aggravated damages;

6) any claims arising from any one of the sports and activities that the table of covered sports and activities notes are not covered under this section;

7) for anything mentioned in the General Exclusions.



If **you** are using a mechanical/motorised vehicle, make sure that **you** are adequately insured for third party cover, as **you** are not covered under this insurance.

Section 9 - COVID-19 Expenses: Cancellation or Trip Disruption

YOU ARE COVERED

The cancellation or amendment of **your** trip, if this is necessary and unavoidable as a result of:

- 1) **you** being medically diagnosed with **COVID-19** after **you** purchase the policy; or
- 2) **your immediate relative**, who is resident in **Australia** or New Zealand and who is in **Australia** or New Zealand at the time the event occurs, being diagnosed with **COVID-19** after **you** purchase the policy.

You are covered up to the amount shown in the Summary of Cover on page 6 for **you**;

- travel and accommodation expenses and pre-paid meal expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot reasonably recover from any sources;
- the cost of excursions, tours and activities which **you** have paid for and which **you** cannot reasonably recover from any sources;



- **your** additional reasonable and necessary travel and accommodation expenses, incurred after departure, that are over and above what **you** had originally budgeted to pay, where **you** need to catch-up to **your** original schedule.

Note: We will only pay **you** the reasonable additional trip disruption expenses less the amount **you** would have ordinarily paid had the event not occurred, less any refunds owed to **you**.

You are not able to change the dates on **your Policy schedule** if **you** make a claim under Section 9. Therefore **you** may need to purchase another travel insurance policy if **you** amend **your** trip.

YOU ARE NOT COVERED

- 1) The **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;

Section 9 - COVID-19 Expenses: Cancellation or Trip Disruption

Continued from page 20

- 2) any claim for cancellation where **you** are unable to provide evidence of **your** diagnosis such as positive results of a **COVID-19** test taken within 2 weeks of **your** scheduled departure date for the trip;
- 3) any claim where **you** are unable to provide evidence of **your** diagnosis such as positive results of a **COVID-19** test taken whilst on **your** trip;
- 4) any claims arising from or related to **COVID-19** where coverage is not specifically listed under section 9;
- 5) any claims arising from **you** knowingly failing to follow reasonable **COVID-19** instructions provided by health authorities, governments or any accredited health institution;
- 6) any claims arising from or relating to any government travel bans, "Do not travel" warnings; government directed border closure; or mandatory quarantine or self-isolation requirements related to cross border, region or territory travel;
- 7) any quarantine that is imposed by a government or other official body which is not as a result of **your** diagnosis of **COVID-19**;
- 8) expenses **you** incur after **you** return to **your home** in **Australia**;
- 9) costs which **you** have paid on behalf of any other person;
- 10) any claim where **you** are awaiting the results of a **COVID-19** test prior to purchasing **your** policy;
- 11) any claim for the cost of a **COVID-19** test;
- 12) any claim for cancellation or additional expenses where the same or similar expenses have already been paid under section 10;
- 13) anything mentioned in the General Exclusions.

Section 10 - COVID-19 Expenses: Medical Expenses, Outside Australia



This section applies to trips outside **Australia**.

Cover does not apply otherwise to trips within **Australia**.

Before a claim for emergency expenses can be submitted under this section, **you** must have contacted Europ Assistance as soon as **you** are hospitalised. Please refer to page 3. If **you** are taken into hospital or **you** think that **you** may have to come **Home** early (be repatriated) or extend **your** trip because of illness, the emergency assistance company must be told or as soon as reasonably possible in the circumstances.

YOU ARE COVERED



- 1) We will pay up to the amount shown in the Summary of Cover for the necessary and reasonable medical costs incurred outside of **Australia** as a result of **you** being medically diagnosed with **COVID-19**. This includes emergency medical, surgical, hospital and ambulance costs where necessary;
- 2) in the event of death:
 - a) for conveyance of the body or ashes to **Australia** (the cost of burial or cremation is not included); or
 - b) local funeral expenses overseas limited to \$1,500.

YOU ARE NOT COVERED



- 1) The **excess** as shown in the Table of benefits. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;

- 2) any claim where **you** are unable to provide evidence of **your** diagnosis such as positive results of a **COVID-19** test taken during the trip;
- 3) any claims arising from or related to **COVID-19** where coverage is not specifically listed under section 10;
- 4) any claims arising from **you** knowingly failing to follow reasonable **COVID-19** instructions provided by health authorities, governments or any accredited health institution;
- 5) any claims arising from or relating to any government travel bans, "Do not travel" warnings; government directed border closure; or mandatory quarantine or self-isolation requirements related to cross border, region or territory travel;
- 6) any quarantine that is imposed by a government or other official body which is not as a result of **your** diagnosis of **COVID-19**;
- 7) expenses **you** incur after **you** return to **Australia**;
- 8) any claim where **you** are awaiting the results of a **COVID-19** test prior to purchasing **your** policy;
- 9) any claim for the cost of a **COVID-19** test;
- 10) any claim for additional expenses where the same or similar expenses have already been paid under section 9;
- 11) anything mentioned in the General Exclusions.

Section 11

Legal Costs and Expenses

YOU ARE COVERED ✓

If **you** die or are injured as a result of an accident which occurs during **your** trip during the period of insurance, and **you** or **your** legal representative take legal action to get compensation, **we** will do the following in an attempt to get compensation for the death or injury:

- 1) up to a maximum of \$25,000 for each insured person (but not more than \$50,000 in total for all insured persons) for any fees and other disbursements reasonably incurred by **your** legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **us**;
- 2) any costs payable by **you** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings;
- 3) any fees, expenses and other disbursements reasonably incurred by **you** in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator;
- 4) provide up to \$1,000 for each insured person, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 1) above;
- 5) if no compensation is received either as a result of the claim being abandoned or failing, then subject to the limits of cover stated in the policy and **Policy schedule** **we** will pay the costs incurred;
- 6) if compensation is recovered for **you** then the usual costs rules of the relevant jurisdiction will apply. In some jurisdictions **you** will recover **your** costs, in others **you** will not. Any costs not recovered must first be met from the compensation. If the value of the costs not recovered exceeds the compensation then **we** will pay the balance of costs after the application of the compensation, subject to the limits of the cover in the policy and **Policy schedule**.



YOU ARE NOT COVERED FOR ✗

- 1) Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, AllClear, Mitsui Sumitomo Insurance Company Limited, Europ Assistance or **their** agents, someone **you** were travelling with or another insured person;
- 2) legal costs and expenses incurred prior to the granting of support by **us** in writing, such support will not be unreasonably withheld;
- 3) any claims notified to **us** more than 180 days after the date of the incident giving rise to such claim;
- 4) any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation;
- 5) any claim where **you** are insured for legal costs and expenses under any other insurance policy;
- 6) any claim where legal costs and expenses are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement);
- 7) legal costs and expenses incurred if an action is brought in more than one country;
- 8) any legal action where a qualified legal practitioner considers there would be no likelihood of success or no benefit in seeking compensation or damages;
- 9) any legal action against any insurance company or representative of an insurance company;
- 10) the costs of following up a claim for bodily injury, loss or damage caused by or in connection with **your** trade, profession or business, under contract or arising out of **you** possessing, using or living on any land or in any buildings;
- 11) anything mentioned in the General Exclusions.

CONDITIONS —

- 1) **We** shall have control over the legal proceedings and the appointment and control of a lawyer. **We** shall appoint a lawyer on **your** behalf with the expertise necessary to pursue **your** claim;
- 2) **you** must follow the reasonable advice of **your** lawyer and provide them with assistance or information that they reasonably ask **you** for. If **you** do not do so, **we** may reduce **your** claim by any additional amounts that are incurred as a result.
- 3) **we** must have access to any and all of the lawyer's file of papers;
- 4) **we** may include a claim for **our** legal costs and expenses.

Section 12

Ski Equipment

YOU ARE COVERED ✓

1) Ski Equipment

Up to \$500 for the value or repair of **your own ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your trip**.

	Amount payable
Up to 12 months old	90% of the purchase price
Up to 24 months old	70% of the purchase price
Up to 36 months old	50% of the purchase price
Up to 48 months old	30% of the purchase price
Up to 60 months old	20% of the purchase price
Over 60 months old	0%

2) Ski Hire

For \$10 per day up to a maximum of \$150 in all for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your own ski equipment** during the period of insurance.

3) Delayed Ski Equipment

Up to \$150 towards the cost of hiring replacement **ski equipment** necessities, if **your own ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc); or tour representative. Receipts will be necessary in the event of a claim.



This section of cover is only applicable if the appropriate winter sports premium has been paid.

YOU ARE NOT COVERED ✗

- 1) For the **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, each and every incident and for each insured person (not applicable to 2 and 3 above);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your own** or **your hired ski equipment**;
- 3) if **you** do not obtain a written police report within 72 hours, or as soon as reasonably practicable, after the discovery in the event of loss, burglary or theft of **your own** or **your hired ski equipment**;
- 4) if **your own** or **your hired ski equipment** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc); immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline); or
 - b) follow up in writing within 7 days, or as soon as reasonably practicable, to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **unattended ski equipment** **you** own or have hired which is stolen from:
 - a) a vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
 - b) a vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 7) if **you** leave **your ski equipment** in a ski rack between 6pm and 8am;
- 8) for claims where **you** are unable to provide receipts or other reasonable **proof of ownership** wherever possible for the items being claimed;
- 9) for anything mentioned in the General Exclusions.

Section 13

Ski Pack

YOU ARE COVERED ✓

Up to a maximum of \$400 in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.



This section of cover is only applicable if the appropriate winter sports premium has been paid.

YOU ARE NOT COVERED FOR ✗

- 1) For the **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;
- 2) for claims that are not confirmed as medically necessary by Europ Assistance such as where a medical certificate has not been obtained from the attending **medical practitioner** overseas confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
- 3) for anything mentioned under "YOU ARE NOT COVERED" of Section 6 – Medical Emergency Expenses;
- 4) for anything mentioned under the General Exclusions.

Section 14

Piste Closure



Cover is only available under this Section between 1st December to 30th April in the Northern Hemisphere, and between 1st April and 31st October in the Southern Hemisphere.

If there is a lack of snow in **your** resort and it closes, which prevents **you** from skiing.

YOU ARE COVERED ✓

- 1) For a benefit of \$35 per day towards the costs **you** have to pay to travel to another resort; or
- 2) for the amount shown in the Summary of Cover on page 6 for each full day **you** are unable to ski, up to a maximum of \$350 if **your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **your** trip.



This section of cover is only applicable if the appropriate winter sports premium has been paid.

YOU ARE NOT COVERED FOR ✗

- 1) For claims where **you** have not obtained confirmation of resort closure from the local representative;
- 2) for claims where not all skiing facilities are totally closed;
- 3) for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 4) for anything mentioned in the General Exclusions.

Section 15

Loss and Hire of Golf Equipment

YOU ARE COVERED ✓

1) Loss of Golf Equipment

Up to \$750 for the value of repair or replacement of **your** own **golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, if they are lost, stolen or damaged during **your** trip limited to a maximum of \$250 for any one item.

Items	Yearly Depreciation	Maximum Deduction
Golf Equipment	10%	90%

2) Hire of Golf Equipment

For \$75 per day, up to a maximum of \$375, for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **your** own **golf equipment** during the period.

Cover is only applicable if the Golf cover premium has been paid.

YOU ARE NOT COVERED ✗

1) For the **excess** as shown in the summary of cover on page 6. The **excess** will apply for each trip that **you** have booked, for each and every incident and for each insured person;

2) if **you** do not exercise reasonable care for the safety and supervision of **your** own or **your** hired **golf equipment**;

3) if in the event of loss, burglary or theft of **your** own or **your** hired **golf equipment**, **you** do not obtain a written police report within 72 hours, or as soon as reasonably practicable;

4) if **your** own or **your** hired **golf equipment** is lost, damaged or delayed in transit if **you** do not;
a) notify the carrier (i.e. airline, shipping company etc); immediately and obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline); or
b) follow up in writing within 7 days, or as soon as reasonably practicable, to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;

5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;

6) for **unattended golf equipment** **you** own or have hired which is stolen from:

a) a vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;

b) a vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;

7) claims where **you** are unable to provide **proof of ownership**;

8) for anything mentioned in the General Exclusions.

Section 16

Loss of Green Fees

YOU ARE COVERED ✓

Up to \$75 per day, up to a maximum of \$375 in total for the loss of green fees should the pre-booked course become unplayable due to adverse weather conditions.

Cover is only applicable if the Golf cover premium has been paid.

YOU ARE NOT COVERED FOR ✗

1) If the course is closed by a club official and **you** have not obtained confirmation of this in writing;

2) for anything mentioned under the General Exclusions.

Section 17

Hole-in-one!

YOU ARE COVERED ✓

For a benefit of \$100 if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

This benefit will only be payable once in any game.

Cover is only applicable if the Golf Cover premium has been paid.

YOU ARE NOT COVERED ✗

1) If **you** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;

2) for anything mentioned under the General Exclusions.



General Exclusions

General Exclusions from your policy

YOU ARE NOT COVERED FOR



Anything directly or indirectly caused by:

1) your, your partner, relative or **your** travelling companion's, suicide, or attempted suicide, deliberately injuring **yourself**, self-exposure to needless danger (unless **you** are trying to save someone's life);

2) any claim arising directly or indirectly from **you, your** partner, relative or **your** travelling companion, having a blood alcohol limit of above 0.15% or driving a vehicle when **you** have a blood alcohol limit that is above the legally allowed limit in the destination in which **you** are travelling; or where:

a) there is a **medical practitioner** or forensic expert report;

b) a witness report of a third party;

c) **your** own admission; or

d) the description of events **you** described to **us** or the treating medical professional (e.g. paramedic, nurse, doctor) as documented in their records;

which indicated alcohol consumption being a contributing cause of **your** claim;

3) Any claim arising from **you, your** partner, relative or **your** travelling companion, using drugs other than as advised by **your** treating medical professional;

4) **you** will not be covered under Section 1 - Cancellation or Section 2 - **Curtailment** if, before the policy issue date, a **immediate relative**, business associate, person who **you** are booked to travel with or someone **you** plan to stay with who is not an insured person on this policy: - were on a waiting list for, or knew they needed surgery, inpatient treatment or tests at any hospital or clinic; or - had been diagnosed with a terminal condition (that will cause their death);

5) **we** will not cover claims arising from any medical conditions where **you** or any insured person on **your** policy has in the last 2 years:

a) taken any prescribed medication or required medical treatment within the last two years;

b) been a registered in or out-patient in the last two years;

c) been placed on a waiting list currently for investigations or treatment;

d) been diagnosed by a doctor or consultant as suffering from a terminal illness. This is unless **you** tell **us** about the condition and **we** have accepted it, and **you** have paid any applicable premium;

This exclusion does not apply unless **you** knew about the medical condition or a reasonable person in **your** circumstances could be expected to have known about the medical condition at the time of entering into this policy.

6) no cover is available for children who are born overseas during **your** trip;

7) professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres, scuba diving without a qualified instructor, or dangerous pursuits;

8) air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);

9) air travel within 24 hours of scuba diving;

10) the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal;

11) any other loss connected to the event **you** are claiming for unless **we** specifically provide cover under this policy;

12) loss or damage to any property and expense or legal liability directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;

b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound;

13)

a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;

b) any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

i) this exclusion will not apply to Section 5

– **Personal Accident** or Section 6 – Medical Emergency Expenses provided that the Insured Person suffering **personal accident** injury or illness has not participated in or conspired in such activities;

ii) provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is \$2,500,000 in the aggregate;

c) any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any

General Exclusions from your policy

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chemical or biological agents: an act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

d) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;

If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.

14) **you** riding on a motorcycle, Quad bike or any mechanically assisted cycle with an engine capacity in **excess** of 125cc and in any event if **you** fail to wear a crash helmet;

15) **you** driving a motor vehicle or riding a motorcycle, Quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;

16) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;

17) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;

18) **your** manual work or hazardous occupation of any kind;

19) any claims (except claims under Sections 1 and 9) relating to an incident prior to **you** leaving **your home** to commence **your** trip;

20) boating in International waters;

21) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;

22) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – **Personal Accident**, Section 6 – Medical Emergency Expenses);

23) off-piste skiing except whilst under the supervision of a qualified guide/instructor;

24) ski jumping, ice hockey, the use of skeletons or bobsleighs;

25) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;

26) any claim where providing cover, payment, service

or benefit, or any activity of **yours** would violate or otherwise expose **us** to any applicable trade or economic sanctions, law or regulation, including but not limited to sanctions, laws or regulations issued by the United Nations, European Union, United States of America, mainly through the Office of Foreign Assets Control of the US Department of Treasury, United Kingdom, France, **Australia** and New Zealand;

27) any claim resulting from **you** travelling in, to or through a country or area that was subject to "Do not travel" advice by the Australian Government through the Department of Foreign Affairs and Trade – <http://www.smartraveller.gov.au> or those countries subject to an embargo from the UN Security Council or from any other international organisation to which **Australia** belongs, as well as events occurring in any international conflicts or interventions involving the use of force or coercion.

28) any claim arising or resulting from **you**, **your** partner, or **your** travelling companion being involved in any malicious, reckless, illegal or criminal act;

29) any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever;

30) **you** are not covered for anything directly or indirectly caused by any circumstances that are known to **you**, or a reasonable person in **your** position ought to have been aware of, at the time of purchasing this insurance or at the time of booking **your** trip;

31) there is no cover for costs incurred relating to a natural disaster if an event is already known to **you**, or a reasonable person in **your** position ought to have been aware of, prior to purchasing this policy;

32) any claim relating to travel via a **commercial cruise** ship;

33) any claim arising from the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials;

34) any losses, liability or expenses that are for, related to or as a result of any consequential loss, economic or otherwise, loss of enjoyment or other loss not mentioned in this policy;

35) any claim arising as a result of **you**, or any person for whom **you** may cancel or alter **your** travel plans, failing to get the inoculations or vaccinations that **you** need to travel. Any claim resulting from **you** deliberately not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**. **You** being compulsorily detained as a psychiatric patient in hospital or other medical facility due to **you** not taking the prescribed medication for **your pre-existing medical condition**. (This exclusion applies in all cases whether the premium has been paid to cover a **pre-existing medical condition** or not);

36) any claim arising from government authority seizing, withholding or destroying anything of **yours**, any

General Exclusions from your policy

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prohibition by or regulation or intervention (including but not limited to interference with **your** travel plans) of any government, or the operation of legal processes, law enforcement officers or immigration officials acting in the course of their duties;

37) any claim arising from **your** tour being cancelled due to insufficient numbers, other operational reasons, or the negligence of a wholesaler or operator;

38) any claim for which **we** are prohibited by legislation from providing cover or making payments in respect of claims made under this policy, including but not limited to any legislation which requires **us** to be registered in the insured person's country of citizenship or residence where the event occurs and/or payments are to be made;

39) any claim arising from errors or omissions in **your** booking arrangements by **you**, **your** travel agent or any other person acting on **your** behalf;

40) any costs relating to a sporting activity not listed in the Amateur Sporting and Hazardous Activities table on page 30-31;

41) any claim arising from Novel Coronavirus (**COVID-19**) or mutations of Novel Coronavirus (**COVID-19**). This exclusion does not apply to Sections 9 and 10 (**COVID-19** Expenses);

42) any claim arising from an **epidemic, pandemic** or outbreak of an infectious disease or any derivative or mutation of such virus or disease (or arising directly or indirectly from these) or the threat, or what a reasonable person in the circumstances would perceive to be the threat, of any of these. This exclusion does not apply to Sections 9 and 10 (**COVID-19** Expenses).

Purpose and Collection of Information

We and AllClear collect information necessary to underwrite and administer **your** insurance cover, to maintain and to improve customer service and to advise **you** of other products that **you** may be interested in. For some applications or claims, **we** may collect sensitive information related to **your** health.

In the course of administering **your** policy, **we** and AllClear may exchange **your** information with:

- i)** the entities to which **we** and AllClear are related (whether in **Australia** or overseas), contractors or third party providers providing services related to the administration of **your** policy;
- ii)** banks and financial institutions for the purpose of processing **your** application and obtaining policy payments;
- iii)** assessors, third party administrators, emergency assistance providers, retailers, medical providers, travel carriers, in the event of a claim;
- iv)** the emergency assistance provider who will record all calls to the assistance service provided under **your** policy for quality assurance training and verification purposes;
- v)** each other.

Those parties may use that information to advise **you** of their insurance products or services.

We, AllClear, and Europ Assistance will only disclose **your** personal information to these parties for the primary purpose for which it was collected. In some circumstances **we** are entitled to disclose **your** personal information to third parties without **your** authorisation such as law enforcement agencies or government authorities.

Your personal information may be disclosed to entities and parties located overseas including France, Malaysia, Spain and The UK. **Your** personal information may also be disclosed to entities and parties in the countries and regions nominated under **your** insurance policy, or any other regions where **you** may require assistance.

Enquiries and complaints

You may request access to, and/or correction of, **your** personal information by submitting a written request to **us** and/or AllClear.

In some circumstances, **we** may not permit access to **your** personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

Further information about how **you** may access or correct **your** information, how **you** may complain about a breach of the Privacy Act, and how **we**/AllClear will deal with **your** complaint, is set out in the following privacy policies:

Our privacy policy: www.msi-oceania.com

AllClear's privacy policy: www.allcleartravel.com/au

Consent acknowledgment

By providing **your** personal information to enable completion of the application of insurance (including any associated form) and paying the premium, **your** consent to the collection, use and disclosure of **your** personal information stated in the privacy statement above. If **you** do not wish **us** and/or AllClear to use **your** personal information to keep **you** informed of **our** insurance products and services please contact **us** and let **us** know.

Amateur Sporting and Hazardous Activities

The following activities listed in the table below are covered under **your** policy. The conditions, indicated by numbers within the table, are listed at the top of the right hand corner of page 31.

Activity	Acceptability	Condition Number
Abseiling	Covered	2, 5, 6, 8, 9
Archery	Covered	2, 4, 6
Badminton	Covered	4, 5, 6
Ballooning (Hot Air)	Covered	2, 3, 8, 9
Banana boat rides (Beach activity)	Covered	
Baseball	Covered	4, 5, 6
Basket ball	Covered	4, 5, 6
Blade skating	Covered	
Bone fishing (see Deep Sea Fishing)	Covered	
BOSS (Breathing Observation Submersible Scooter)	Covered	1, 2, 9
Bowls	Covered	
Camel riding	Covered	8, 9
Canoeing (in calm waters)	Covered	2, 8, 9
Catamaran sailing (European waters only)	Covered	1, 4, 9
Clay pigeon shooting	Covered	1, 5, 8, 9
Climbing wall (indoor only)	Covered	2, 7, 8, 9
Cricket	Covered	4, 6
Cross country skiing (on recognised paths)	Covered	If winter sports premium is paid
Curling	Covered	
Cycling (excluding BMX/Mountain biking)	Covered	
Deep sea fishing	Covered	2
Dry skiing	Covered	If winter sports premium is paid
Fell running	Covered	
Fell walking	Covered	
Fencing	Covered	1, 6, 7, 8, 9
Fishing (see Deep Sea Fishing)	Covered	
Flying	Covered	3
Football (soccer not American football)	Covered	2, 4, 5, 6, 7, 8, 9
Gaelic football	Covered	2, 7, 9
Gliding	Covered	1, 3, 8, 9
Go karting (up to 120cc)	Covered	2, 6, 8, 9
Golf	Covered	
Gymnastics	Covered	
Heli skiing	Covered	If winter sports premium is paid 1, 3, 6, 8, 9
Heptathlon	Covered	
Hiking (on recognised routes)	Covered	
Hobie catting (European waters only)	Covered	1, 4, 9
Horse Riding (not hunting or jumping)	Covered	4, 7, 8, 9
Hot dogging (Grades 1, 2 & 3)	Covered	1, 7
Ice skating	Covered	4, 6
Indoor climbing	Covered	1, 5, 7
Inner tubing (in snow)	Covered	If winter sports premium is paid 4, 5
Inner tubing (on land or water)	Covered	2
Jeep/Car trekking	Covered	2, 3, 9
Jet boating	Covered	2, 8, 9
Jet skiing	Covered	6, 8, 9
Jungle surfing	Covered	5, 7
Kite buggying	Covered	4, 6, 7, 9
Kite surfing (water)	Covered	4, 9
Kayaking (in calm waters)	Covered	1, 4, 8, 9

Basic Conditions

- 1) You are accompanied by, or accessible to, an experienced and/or suitable qualified instructor or guide;
- 2) you are adequately supervised, taking part in an organised event, session or excursion;
- 3) you must be a fare-paying passenger in a chartered craft.
- 4) you are not taking part in a league or competition;
- 5) you are using natural or purpose/built facilities approved for use for the activity by a local or national regulatory authority;

- 6) this does not constitute the main purpose of the trip;
- 7) protective clothing and headgear must always be worn.

For certain activities the condition is that cover under some sections of the policy is excluded

- 8) Cover under the **Personal Accident** section is excluded;
- 9) cover under the Personal Public Liability section is excluded.

Activity	Acceptability	Condition Number (see details above)
Mono skiing (on Snow)	Covered	If winter sports premium is paid
Netball	Covered	4, 5, 6
Off piste skiing	Covered	If winter sports premium is paid 1, 4
Orienteering	Covered	4, 5, 6
Parasailing (over water)	Covered	2, 7, 8, 9
Parascending (over water)	Covered	2, 8, 9
Passenger sledge (Horse and Carriage)	Covered	
Pedaloos	Covered	
Polo	Covered	4, 8, 9
Pony trekking	Covered	
Racket ball	Covered	
Rambling	Covered	
Rifle range	Covered	5, 9
Roller skating/Blading (no racing, half-pipe, stunts or extreme skating)	Covered	
Rounders	Covered	
Rowing	Covered	4, 9
Rubber ring rides (Beach Activity)	Covered	
Running	Covered	4
Safari/Gorilla trekking	Covered	2
Sail boarding	Covered	
Sailing (including Flotilla. European waters only)	Covered	4, 9
Sand yachting	Covered	8, 9
Scuba diving (to 30 metres deep)	Covered	8, 9
Skateboarding (no racing, half-pipe, stunts or extreme skating)	Covered	
Skiing	Covered	If winter sports premium is paid
Sky diving indoor	Covered	2, 7
Sledging	Covered	If winter sports premium is paid
Snorkelling (to 10 metres deep)	Covered	
Snow boarding	Covered	If winter sports premium is paid
Snow mobile	Covered	If winter sports premium is paid 6, 8, 9
Snow shoeing	Covered	If winter sports premium is paid
Sphereing/Zorbing (including aqua)	Covered	2
Squash	Covered	
Street hockey	Covered	9
Surfing (Not big wave, or extreme surfing)	Covered	
Table tennis	Covered	
Ten pin bowling	Covered	
Tennis	Covered	4, 5, 6
Tobogganing	Covered	If winter sports premium is paid
Tree trekking	Covered	2
Trekking hiking (up to 3000 metres)	Covered	
Volley ball	Covered	4, 5, 6
Wake Boarding	Covered	
War games/Paint balling	Covered	7, 9
Water polo	Covered	4, 5, 6
Water skiing	Covered	
White water rafting (Grades 1,2 & 3)	Covered	2, 7, 8, 9
Windsurfing	Covered	8, 9
Yachting (Inside territorial waters only)	Covered	4, 8, 9
Zorbing/Sphereing (including aqua)	Covered	2

Dispute Resolution

We are committed to handling any concerns or complaints about **our** products, services or anything else.

If **you** have a complaint or concern (including about the personal information **we** collect and **your** privacy) **we** will put **you** in contact with someone who can help to resolve the complaint. **You** can talk over the phone, email or mail:

Phone: **02 9333 3921**

Email: **complaintsaustralia@europ-assistance.com.au**

Mail: **The Dispute Resolution Manager
Europ Assistance Australia Pty Ltd
Suite 1.04 Level 1
19 Harris St.
Pyrmont, 2009
Sydney NSW**

You may use **our** internal dispute resolution process. To obtain a copy of **our** process, please contact **us** or visit <https://www.allcleartravel.com.au/complaints/>.

We expect that **our** internal dispute resolution process will deal fairly and promptly with **your** complaint.

If an issue has not been resolved to **your** satisfaction, **you** can lodge a complaint with the Australian Financial Complaints Authority (AFCA) at any time. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

AFCA's contact details are:

Website: **www.afca.org.au**

Email: **info@afca.org.au**

Telephone: **1800 931 678 (free call)**

In writing to:

**Australian Financial Complaints Authority
GPO Box 3,
Melbourne
VIC 3001**

Financial Services Guide

FINANCIAL SERVICES GUIDE

This Financial Services Guide ("FSG") provides information to assist **you** to decide whether **you** wish to use any of the services offered by AllClear Insurance Services Pty Ltd ("AllClear"). It also sets out other information required by law to be included in an FSG.

For example, the FSG contains information about remuneration that may be paid to AllClear and other relevant people or organisations related to the services offered. It also contains information about how **you** may access dispute resolution.

The Product Disclosure Statement ("PDS") set out above contains information **you** require to make an informed choice about whether or not to obtain AllClear Travel Insurance.

This FSG is **our** responsibility and was prepared by AllClear Insurance Services Pty Ltd on 20th December 2024, version AUS T 12_24.

This insurance is distributed and administered on **our** behalf by AllClear Insurance Services Pty Ltd, ABN 76 165 270 066 (Service & Administration Centre: Suite 1.04 Level 1, 19 Harris Street, Pyrmont, 2009, Sydney, NSW. Registered office: Level 14, 440 Collins Street, Melbourne, VIC, 3000), who is an authorised representative (AR number 1311154) of Europ Assistance Australia Pty Ltd AFSL 552106. Europ Assistance holds a binding authority from **us** to issue contracts of insurance and to deal with or settle claims on **our** behalf and as **our** agent.

GENERAL ADVICE WARNING

Any financial product advice provided by AllClear is general only and is provided without taking into consideration **your** personal circumstances, objectives or financial situation.

Because of this **you** need to read the PDS to consider if AllClear Travel Insurance is right for **you** before deciding to acquire AllClear Travel Insurance to ensure that it suits **your** needs.

ABOUT AllClear AND HOW IT IS REMUNERATED

Mitsui Sumitomo Insurance Company Limited ("MSI") ABN 49 000 525 637 AFSL 240816 is the insurer of AllClear Travel Insurance.

Europ Assistance Australia Pty Ltd (EAA) ABN 71140219594, AFSL 552106 holds a binding authority from the insurer, MSI. This binder gives authority from MSI to issue contracts of insurance and to deal with or settle claims on MSI's behalf and as MSI's agent within the terms of the binding authority, AllClear Insurance Services Pty Ltd, ABN 76 165 270 066, trading as AllClear Travel Insurance, is an Authorised Representative (AR number 1311154) appointed by EAA to distribute and administer this insurance product.

THE FINANCIAL SERVICES PROVIDED

AllClear is authorised by EAA to provide general financial product advice and to deal in this general insurance product.

Both AllClear and Europ Assistance may receive remuneration calculated as a percentage of gross written premium less discounts (amount paid less taxes) in connection with the provision of the financial services. Europ Assistance Australia Pty Ltd may share a portion of its fees with AllClear to support the marketing and other administration costs in relation AllClear Travel Insurance.

You may be referred to **us** by an affiliate partner or through an aggregator when comparing insurance products. If **your** travel insurance is arranged after **you** have been referred to **us** by an affiliate or aggregator, **we** will pay them a referral fee. Depending on the arrangement, the referral fee is calculated either as a percentage of the gross premium or as a flat fee for the policy purchased and will not result in an additional cost to **you**.

The remuneration paid to each entity is included in the premium that **you** pay for **your** travel insurance policy. **You** can request more information about the remuneration or other benefits relating to the financial services provided within a reasonable time after receiving this FSG and before any financial service identified in this FSG is provided to **you**.

EAA has authorised the distribution of this FSG. EAA holds professional indemnity insurance that complies with the compensation requirements under section 912B of the Corporations Act 2001 (Cth). This covers claims in relation to the conduct of representatives and employees who no longer work for EAA, but who did at the time of the relevant conduct.

When AllClear and Europ Assistance provides financial services in relation to AllClear Travel Insurance it does so as MSI's agent and not **yours**.

Contact details for EAA are:

AllClear Travel Insurance, Service and Administration Centre, Suite 1.04 Level 1, 19 Harris Street, Pyrmont, 2009, Sydney, NSW.

Call Centre: 02 9333 2923

Emergency & General Contact Numbers

If **you** need medical emergency assistance while overseas:

Telephone Europ Assistance

Australia **02 9333 3922**

Outside Australia **+61 9333 3922**

24 hour helpline

Quote reference AllClear

If **you** need a claim form:

Telephone AllClear Travel Insurance Claims

02 9333 3921

If **you** need to talk about **your** policy:

Telephone the AllClear Call Centre **02 9333 3923**

AllClear Travel Insurance
Service and Administration Centre,
Suite 1.04 Level 1,
19 Harris Street,
Pyrmont, 2009,
Sydney, NSW
ABN 76 165 270 066