

Corporate Travel
Product Disclosure Statement
and Policy Wording
BCT0224

Batch
Accident & Health

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PRODUCT DISCLOSURE STATEMENT (PDS)

ABOUT BATCH UNDERWRITING PTY LIMITED

This PDS has been prepared by Batch Underwriting Pty Ltd.

Batch Underwriting Pty Ltd (ABN 15 670 264 767) ('Batch') is an Authorised Representative 00130615 of Halo Underwriting Pty Ltd, Australian Financial Services Licence No 237267. Batch acts under a binding authority granted to it by the Insurer, certain Underwriters at Lloyds, and their nominated representative.

Batch Underwriting has the authority to administer, issue policies, alterations, and renewals for the insurer.

ABOUT THE INSURER

This insurance is underwritten by certain Underwriters at Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert Underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex, and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the Insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. **We** proudly support the Code.

For further information on the Code please visit www.codeofpractice.com.au or alternatively **You** can request a brochure on the Code from **Us**.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

WHAT IS A PRODUCT DISCLOSURE STATEMENT

The purpose of this PDS is to help **You** understand the cover offered under the **Policy** and provide **You** with sufficient information to enable **You** to compare and make an informed decision about whether to purchase the **Policy**. This PDS contains valuable information required under the *Corporations Act 2001 (Cth)* (The Act) about the **Policy** including the benefits and conditions, **Your** rights as a client and other things **You** need to know to make an informed decision.

You should read the **Policy Wording** section in this document and the **Schedule** of this insurance to obtain a complete description of all the benefits, terms, conditions, and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that **You** keep them in a safe place for future reference.

Certain words in this PDS and **Policy Wording** have special meanings that are set out in the definitions sections contained within the **Policy Wording**.

GENERAL ADVICE

Any general advice contained within the **Policy Wording**, PDS or accompanying documents does not consider **Your** or any **Insured Person's** personal situation, financial objectives, or needs.

WORDS WITH SPECIAL MEANINGS

For the purpose of reading this PDS and **Your Policy Wording**, some words have a special meaning for the terms **We** have used, which are provided in the General Definitions section of this **Policy Wording**. Any word or expression to which a special meaning has been given in any part of this **Policy** shall bear this meaning and is shown in **bold** and capitals. Please note words in a singular may be plural and vice versa dependent on the context that cover is provided.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or replacement or re-enactment of, and any sub-ordinate legislation issued under, that legislation or legislative provision.

KEY BENEFITS OF YOUR POLICY

This **Policy** insures against a range of risks that may arise during **Travel** undertaken during the **Policy Period**. A summary of key benefits is outlined below. Please read the **Policy Wording** carefully to make sure that **You** understand its provisions. If **You** require any information, please contact **Us** or **Your** broker. All cover is subject to the payment of premium and the terms, conditions, exclusions, and provisions of the **Policy**.

Personal Injury & Sickness Benefits

Provides lump sum payments for an **Injury** resulting in death or other specified Events under Section 1A. Section 1B provides income replacement, domestic home help assistance or student tutorial support in the event of an **Injury**. Section 1C and 1D provide lump sum payments for specific surgeries undertaken overseas because of **Injury** or **Sickness**.

Subject to the terms and conditions of the **Policy**, Batch Extra+ benefits may be available under Section 1E of the **Policy**, these enhanced benefits supplement the Compensation under Sections 1A or 1B.

An optional income replacement benefit for **Sickness** is also offered. Refer to Section 1 of the **Policy Wording** for details of cover and Special Provisions and Exclusions that may apply.

Medical and Medical Evacuation Expenses

Provides cover for overseas Medical Expenses, **Ongoing Medical Expenses** in Australia and emergency transportation and emergency evacuation expenses incurred whilst **Travelling**.

Refer to Section 2A, 2B, and 2C of the **Policy Wording** for details of cover and Conditions and Exclusions that may apply.

Loss of Deposits and Additional Expenses

Cover for cancellation charges and additional extra expenses arising from unforeseen events such as natural disaster, **Injury** or **Sickness**, false arrest or wrongful detention or being hijacked.

Refer to Section 4 of the **Policy Wording** for details of cover and Conditions and Exclusions that may apply.

Luggage, Personal Effects and Travel Documents

Covers accidental loss of or damage to **Your** accompanied luggage, personal belongings including Travel documents, portable business equipment/business property, unauthorised use of credit cards and replacement of keys and locks where identification and keys are lost. Limits apply to any one item.

Refer to Section 5 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

Rental & Private Vehicle Excess Cover including Towing Expense Benefit

Cover for any excess which **You** or the **Insured Person** become legally liable to pay in respect of loss or damage to a Rental Vehicle and the cost of towing expense of **Your** private vehicle subject to the terms and conditions, of this **Policy**.

Refer to Section 6 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

Alternative Employee or Resumption of Assignment Expenses

Reimbursement of costs incurred for the resumption of an assignment by the **Insured Person** who has been repatriated following a specified Event, or for the need to send a substitute employee to complete the original business commitments of an **Insured Person** who is unable to do so due to death, **Injury** or **Sickness**.

Refer to Section 7 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

Missed Transport Connection

Cover for reasonable extra expenses incurred to enable an **Insured Person** to use alternative public transport services to arrive at a business meeting or conference on time if they miss their transport connection due to unforeseeable circumstances outside their control.

Refer to Section 8 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

Personal Liability

Cover for legal liability for bodily **Injury** or damage to property of others as a result of the **Insured Person's** negligence during the **Travel**. Refer to Section 9 of the **Policy Wording** for details of cover and Conditions and Exclusions that may apply.

Extra Territorial Workers Compensation

Indemnity against liability arising during the **Travel** to pay compensation payable under any Workers Compensation Legislation and damages at Common Law for death, personal **Injury** or occupational disease suffered by an **Insured Person** as a result of an accident or occurrence during the **Travel**.

Refer to Section 10 of the **Policy Wording** for details of cover and Conditions and Exclusions that may apply.

Corporate Traveller's Family Care

An **Accidental** death benefit in the event that the **Spouse** of an **Insured Person** dies as a result of an **Injury** whilst the **Insured Person** is **Travelling**. Also provided are an Education Fund Supplement for each **Dependant Child** in the event that the **Insured Person** dies when **Travelling** and a **Spouse** retraining benefit if the **Insured Person** suffers a listed Event whilst **Travelling**.

A childcare expense benefit is provided to cover for childcare expenses necessitated as a result of an **Injury**. A benefit is also provided to surviving elders dependent on the **Insured Person**, in event of death of an **Insured Person** as a result of an **Injury**.

Refer to Section 11 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

Identity Guard

Cover for legal expenses, lost wages, loss due to unauthorised use of identity and miscellaneous expenses resulting from an **Insured Person's** identity being taken and used by a third party.

Refer to Section 12 of the **Policy Wording** for details of cover, Conditions and Exclusions that may apply.

Kidnap and Ransom and Extortion

Cover for the kidnapping or alleged kidnapping of an **Insured Person**, or extortion threats to an **Insured Person** during the **Travel**.

Refer to Section 13 of the **Policy Wording** for details of cover and Conditions and Exclusions that may apply.

Political Risk, Natural Disaster Evacuation and Personal Safety Expense Benefit

Cover for the cost of returning an **Insured Person** to their **Country of Residence** or the nearest place of safety following the need to leave the country they are in due to a natural disaster, being expelled, personal safety or officials recommending that certain categories of persons leave the country.

Refer to Section 14 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

Search and Rescue Expenses

Cover for the cost of locating an **Insured Person** in the event they are located as missing, and it becomes necessary for a recognised rescue provider or police authorities to launch a search and rescue operation.

Refer to Section 15 of the **Policy Wording** for details of Cover and Conditions and Exclusions that may apply.

HOW TO APPLY FOR CORPORATE TRAVEL INSURANCE

To apply for the **Policy**, **You** will need to complete an application form available from a licensed Insurance Broker who has a current agency agreement with **Us**. They will then approach **Us** to provide **You** with a quotation.

POLICY COST, PAYMENT, AND TAXATION IMPLICATIONS

We will provide the cover described in the **Policy Wording**, subject to its terms and conditions, for the **Policy Period**.

The cover under the **Policy** commences upon the payment of the premium unless otherwise agreed in writing. The cost of **Your Policy** is the total premium including taxes and charges due as detailed on the **Schedule**. It is calculated prior to the commencement of the **Policy Period** based on the information **You** supply on **Your** application form and the **Insurer's** assessment of the risk. The cost of insurance is shown on **Your** quote and includes taxes and statutory charges (such as stamp duty and GST).

Each year thereafter and prior to the **Policy** anniversary, if **We** offer **You** terms to renew the **Policy**, **We** will advise **You** of the premium for the new **Policy** year. A premium adjustment may be charged by us for variations or endorsements to the **Policy** that **You** request mid-**Policy** year, and **We** agree to provide.

The premium is calculated based on **Your** specific risk profile which may include:

- (a) the sums insured;
- (b) the **Insured Person's** medical history, age and claims history;
- (c) any restrictions or extensions to the **Policy** cover; and
- (d) previous insurance history.

We may increase or decrease **Your** premium from the renewal date, but **We** will advise **You** when **We** propose to do this.

You must pay **Your** premium within the agreed credit terms otherwise **Your Policy** may not be in force. If **You** do not pay **Your** premium on time by the due date or **Your** payment is dishonoured this **Policy** will not come into force and **We** may:

- (a) cancel the **Policy**; and
- (b) decline any claim under the **Policy**.

Depending on **Your** entitlement to claim GST credits under this **Policy**, **We** may reduce the payment of any claim by the amount of any GST credit. An **Insured Person** should consult his or her tax accountant in relation to any questions about his or her circumstances.

COOLING OFF PERIOD

You have a 21-day cooling off period starting from the date cover commences, where **You** have the right to return the **Policy** to **Us** and **We** will refund all of the premium **You** paid. **Your Policy** will be cancelled effective from the start date of the **Policy**. **You** must advise **Us** in writing by letter or email. **You** are not entitled to a refund if **You** have made a claim under the **Policy** during the cooling-off period, but **You** still reserve **Your** rights to cancel the **Policy**.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Your application for insurance cover will be treated as if **You** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **You** have a legal duty to take reasonable care not to make a misrepresentation to the **Insurer** under the Insurance Contracts Act 1984 (Cth). It is very important that **You** comply with **Your** duty, as this may impact on **Your** insurance cover. **You** have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to **Us** before **You** renew, extend, vary, or reinstate a contract of insurance.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When **You** apply for insurance, **We** will ask **You** clear and specific questions that are relevant to **Our** decision to insure **You**. **Your** answers in response to **Our** questions are important as **We** use them to determine whether **We** can provide insurance cover to **You**, and if so, the terms of the **Policy** and the premium **We** will charge. This means that when answering **Our** questions, **You** should respond fully, honestly, and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **You** answer **Our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

Guidance for answering **Our** questions:

Important: please ensure that **You take care when providing **Your** answers in response to our questions in relation to **Your** insurance application. **You** should respond fully, honestly, and accurately. If **You** do not, it may affect **Your** insurance cover.**

When answering our questions, please:

- ⑩ Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;
- ⑩ Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- ⑩ Please provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us**, **Your** broker or adviser;
- ⑩ Do not assume that **We** will contact anyone else for the information **We** are asking **You** for;
- ⑩ Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide us, even if **You** have had help in preparing **Your** application, for example from **Your** broker, intermediary, advisor, or someone else.

Before **Your** insurance cover starts, please tell **Us** of any changes that may be required to the answers **You** have given to **Our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **Your** insurance cover starts, **You** think **You** may not have complied with **Your** duty, please contact **Us**, **Your** broker or advisor immediately and **We** will let **You** know whether it has any impact on **Your** cover.

We may contact **You** after **You** have submitted **Your** application to clarify or collect any information that **You** may not have included. The information **You** provide may be recorded and used by **Us** in assessing **Your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **Us**, including written, electronic, online, when speaking with **Us** in person or on the telephone, or a mix of these.

If You do not comply with Your duty

If **You** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **Your** insurance. If **You** have failed to comply with **Your** duty, **We** have certain rights, which may depend on what **Your** insurance offer may have been had **You** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. **We** have different actions available to **Us**, for example, **We** may do one of the following:

- ⑩ Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;
- ⑩ Change the amount of cover, for example the level of cover may be reduced;
- ⑩ Change the terms of **Your** insurance contract, for example certain Events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premium increased.

If **We** suspect that **You** may have breached **Your** duty to take reasonable care not to make a misrepresentation, before **We** exercise any of the actions available to **Us**, **We** will:

- ⑩ Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and
- ⑩ Provide **You** with an opportunity to respond and provide **Us** with further information.

If **We** decide to make changes to **Your** cover, **We** will notify **You** of **Our** decision and provide **You** with the review process and complaints procedure to follow if **You** disagree with **Our** decision.

If You need help

It is very important that **You** understand this information, the questions that **We** ask **You** and **Your** duty. If **You** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **You** trust, please contact **Us** so that **We** may tell **You** how **We** may assist in providing additional support.

If **You** have any questions, please contact **Us**, **Your** broker or advisor.

PRIVACY NOTICE

This notice sets out how Batch collects, uses, and discloses personal information about:

- ⑩ **You**, if an individual; and other individuals **You** provide information about.
- ⑩ Further information about **Our** Privacy Policy is available at www.batchunderwriting.com

How We collect Your personal information

Batch usually collects personal information from **You** or **Your** agents. Batch may also collect personal information from:

- ⑩ **Our** agents and service providers;
- ⑩ other Insurers;
- ⑩ people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your Policy**, witnesses, and medical practitioners;
- ⑩ third parties who may be arranging insurance cover for a group that **You** are a part of;
- ⑩ providers of marketing lists and industry databases; and
- ⑩ publicly available sources

Why We collect Your personal information

Batch collects information necessary to:

- ⑩ underwrite and administer **Your** insurance cover;
- ⑩ maintain and improve customer service; and
- ⑩ advise **You** of **Our** and other products and services that may interest **You**.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Batch declining cover, cancelling **Your** insurance cover, or reducing the level of cover, or declining claims.

To whom We disclose Your personal information

In the course of underwriting and administering **Your Policy We** may disclose **Your** information to:

- ⑩ entities to which Batch is related, reinsurers, contractors or third-party providers providing services related to the administration of **Your Policy**;
- ⑩ banks and financial institutions for **Policy** payments;
- ⑩ assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- ⑩ other entities to enable them to offer their products or services to **You**; and government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Batch is likely to disclose information to some of these entities located overseas, including in the following country: United Kingdom, as well as any country in which **You** have a claim, and such other countries as may be notified in **Our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from Batch.

Access to Your personal information

Our Privacy Policy contains information about how **You** may access and seek correction of personal information **We** hold about **You**. In summary, **You** may gain access to **Your** personal information by submitting a written request to Batch or please contact **Us** by email at privacy@batch.com or call **Us** on 1800 956 556.

In some circumstances permitted under the Privacy Act 1988, Batch may not permit access to **Your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how **You** may complain about a breach of the applicable privacy principles and how **We** will deal with such a complaint.

If **You** have any concerns about how **We** are collecting and processing **Your** personal information, **You** may raise a complaint by email at enquiry@batchuw.com or contacting -

The Complaints Manager
Batch Underwriting Pty Limited
Email: enquiry@batchuw.com
Telephone: 1800 956 556
Address: Level 3, 85 William Street, Darlinghurst, 2010

If **You** are dissatisfied with **Our** response, **You** may refer the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at www.oaic.gov.au

Consent

Your application includes a consent that **You** and any other individuals **You** provide information about consent to the collection, use and disclosure of personal information as set out in this Product Disclosure Statement (PDS).

HOW TO CONTACT US

Enquiries of a general nature should be addressed to Batch Underwriting Pty Ltd and should be sent to:

The Underwriting Manager
Batch Underwriting Pty Limited
Email: enquiry@batchuw.com
Telephone: 1800 956 556
Address: Level 3, 85 William Street, Darlinghurst, 2010

CLAIMS: All enquiries specific to making a claim, notice of an Event which is likely to give rise to a claim, please refer to the section below, How to Make a Claim.

COMPLAINTS: Any complaint relating to this **Policy**, please contact **Your** broker contact in the first instance and refer to the section below, How to Make a Complaint.

HOW TO MAKE A CLAIM

You or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent written notice of any Event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

Batch Underwriting Pty Limited
Level 3 / 85 William Street
Darlinghurst, NSW, 2010
Australia
Email: claims@batchuw.com
Phone: 1800 956 556

Once notified of **Your** claim, Batch will provide **You** with all the necessary claim forms. **You** must complete these forms in full and return to Batch along with all other information and documentation that is relevant to **Your** claim in order to ensure a quick and efficient claims assessment. These include and are not limited to any invoices, medical certificates, Medical Practitioner reports, and employer reports. A failure to provide relevant information could delay processing of **Your** claim.

Any payments will be made in Australian Dollars (AUD) unless otherwise shown in the **Policy Schedule**.

Any costs involved in obtaining or collecting required or supporting information for the claim form part of **Your** responsibility and is not claimable.

Dependent on the specific circumstances of the claim, an **Excess** or a **Waiting Period** may be applicable.

Any claim paid in respect of the Weekly **Injury** Benefit or Weekly **Sickness** Benefit is subject to personal income tax. Where **We** are required to do so, **We** will withhold personal income tax amounts from claim payments **We** make and forward these amounts to the Australian Taxation Office on behalf of the **Insured** or **Insured Person** and a summary of amounts withheld will be specified on claims payment letters. **We** cannot provide taxation advice and **You** should consult an authorised tax advisor if there are any questions that relate to **Your** particular circumstances.

HOW TO MAKE A COMPLAINT

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services, or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. Please contact Batch Underwriting Pty Ltd in the first instance:

The Complaints Manager
Batch Underwriting Pty Limited
Email: enquiry@batchuw.com
Telephone: 1800 956 556
Address: Level 3, 85 William Street, Darlinghurst, 2010

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

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

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within thirty (30) calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

The Underwriters accepting this Insurance agree that:

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

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

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

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

AGE LIMITS

Save for the age limitation in respect of the cover under certain sub-sections of Section 1 (as detailed below), this **Policy** does not cover any Event which happens to an **Insured Person** unless he or she at the date of such Event is under 95 years of age. Cover under Section 1 will be limited as under for the respective age bands of an **Insured Person**, where the lesser of the amount shown as per **Policy Schedule** or the amounts in the table below will apply as per respective age bands of **Insured Persons**.

Section 1A & 1B

Age Band	75 Years or over and under 80 Years	80 Years or over and under 90 Years	90 Years or over and under 95 Years
Section 1A -Death & Benefits			
Event 1 Death	\$500,000	\$250,000	\$25,000
Event 2 Permanent Total Disablement	Nil	Nil	Nil
Events 3 to 13	\$500,000	\$250,000	\$25,000
Section 1B – Weekly Injury & Sickness Benefits			
Events 21, 22 & 25 – Temporary Total & Partial Disablement	Nil	Nil	Nil

If **You** are outside these ages, **We** may consider cover on an individual application basis.

SEVERAL LIABILITY NOTICE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown on the **Policy Schedule**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Preparation Date

This PDS was prepared on 10th January 2024.

Updating this PDS

We may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **We** will provide **You** with a new or supplementary PDS outlining these changes, except in limited circumstances where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

POLICY WORDING

This **Policy** consists of Sections and provides the **Insured Person** with insurance cover under those Sections selected by **You** in **Your** application for this insurance and shown in the **Policy Schedule**.

All cover is subject to **You** paying or agreeing to pay the required premium, and is subject to all the Terms, Provisos, Conditions and Exclusions of the **Policy** including the **Policy Schedule**.

This **Policy** shall only apply to Events that occur during the **Policy Period** as set out in the **Policy Schedule** or Renewal Notice.

This **Policy** does not apply to Events that occur after 180 consecutive days from the commencement of an **Insured Person's Travel**, unless **We** have agreed in writing to extend cover beyond this period.

DEFINITIONS

The following words have the special meaning explained below. These words will use capital letters and **bold** font:

Accident or Accidental means a sudden, fortuitous, violent, visible, and specific Event caused external to the body which occurs at an identifiable time and place during the **Policy Period**.

Associated Leisure Travel means **Travel** by an **Insured Person** which is private (Non-business related), taken either before, during or after an authorised business trip covered by this **Policy**.

Close Relative means a **Spouse/Partner**, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé (e), niece, nephew, uncle, aunt, stepchild, grandparent, or grandchild.

Country of Residence means:

- (a) the country of which the **Insured Person** is a citizen or permanent resident (i.e., holder of a multiple entry visa or permit which gives the **Insured Person** resident rights in such country); or
- (b) the country in which the **Insured Person** is residing on an overseas expatriate assignment.
- (c) The country **You**, the **Insured Person** or the **Insured Person's** representative would like **Us** to return the **Insured Person** to when repatriation is necessary.

Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

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

Dependant Child/Children means an **Insured Person's** unmarried child/children (including step or legally adopted child/children) who are:

- (a) under nineteen (19) years of age; or
- (b) under twenty-five (25) years of age while they are full time students at an accredited institution of higher learning; and at the time of an Event giving rise to a claim are primarily dependent upon the **Insured Person** for maintenance and support and who **Travel** with the **Insured Person** on the journey.

A child who is physically or mentally incapable of self-support upon attaining age 19 may continue to be covered under this **Policy** whilst remaining incapacitated and unmarried provided they **Travel** with the **Insured Person** on the journey.

Doctor means a medical practitioner or medical specialist who is registered or licensed and is legally qualified medical to practice medicine under the laws of the country in which they practice other than a medical practitioner or medical specialist who is the **Insured Person**, the **Insured Person's** business partner or agent, **Insured Person's** employer or employee or a **Close Relative**.

Excess means an amount that will be deducted for each and every loss payable to **You** or the **Insured Person** as shown in the **Policy Schedule**.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire foot below the ankle.

Financial Default means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

Hand means the entire hand below the wrist.

Injury means a bodily Injury to an **Insured Person** resulting from an **Accident** and occurring independently of any other cause provided the Injury occurs on or after the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**.

Insured Person(s) means any person(s) who come within the description of the **Insured Persons** appearing in the **Policy Schedule**, who are nominated by **You** from time to time for insurance under this **Policy** and with respect to whom premium has been paid or agreed to be paid.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Non-Associated Leisure Travel means pure leisure **Travel** which is private, not taken in conjunction to any authorised business trip and is unrelated to business for the entire duration of the trip, as declared by **You**, to be undertaken by Directors, Chief Financial Officer, Chief Executive Officer, Chief Operating Officer, Company Secretary and Nominated (Named) Executives and their accompanying **Spouse** and **Dependant Children** provided always such **Travel** involves:

- (a) a flight or pre-booked overnight stay,
- (b) an Interstate destination, or a destination outside Australia.

Policy means the **Policy Wording**, the PDS and the **Schedule** and any additional endorsements which we subsequently issue to **You**.

Policy Wording means this document.

Policy Period means the period shown in the **Policy Schedule** or subsequent Renewal Notice issued by **Us**.

Professional Sports means any sport for which an **Insured Person** receives any fee or monetary reward as a result of his or her participation.

Pre-existing Conditions means:

- (a) Any sickness, disease, or other condition, including symptoms thereof suffered by the **Insured Person**, **Insured Person's Close Relative**, business partner, co- director or **Travelling** companion which in the one (1) year period prior to the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**:
 - (i) First manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care, or treatment; or
 - (ii) Required taking prescribed drugs or medicine, or tests for further investigation had been recommended by a Doctor; or
 - (iii) Was treated by a **Doctor** or treatment had been recommended by a **Doctor**.

It shall also mean any congenital, hereditary, chronic, or ongoing condition of the **Insured Person**, **Insured Person's Relative**, business partner, co- director or **Travelling** companion which the **Insured Person** or **Insured Person's Relative**, business partner, co-director or **Travelling** companion is aware of, or could reasonably be expected to be aware of before the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**.

Public Place means any place to which the public has access, including but not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, and public toilets.

Schedule means the schedule attached to the **Policy Wording** or any subsequently substituted schedule

Serious Injury or Serious Sickness means a serious injury or **Sickness** for which the attending **Doctor** certifies that the attendance of the **Insured Person** is necessary given the immediate threat to the injured or sick person's life.

It does not mean:

- (a) a terminal condition diagnosed prior to the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**; or
- (b) any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends has:
 - (i) received daily medical treatment or medication in the 30 days immediately prior to the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**; or
 - (ii) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**.

Sickness means illness or disease of the **Insured Person** occurring on or after the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**, but does not include a terminal condition of the **Insured Person** diagnosed prior to the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**.

Spouse means the husband or wife or any de facto partner with whom the **Insured Person** has continuously lived during the 3 months immediately prior to the commencement date of the **Travel**.

Terrorist Activity means a threat, hoax or preparation of terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological, or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to actual harm to **You**, damage to **Your** property or the use of any application, software, or programme in connection with any electronic equipment (for example a computer, laptop, smartphone, tablet, or internet capable electronic device) or computer virus;

Travel/Travelling means the period of individual cover as described in the **Policy Schedule**.

Unattended means when an item is not on the **Insured Person** at the time of loss and,

- (a) left with a person other than the **Insured Person's Travelling** companion;
- (b) left in a position where it can be taken without the knowledge of the **Insured Person** including on the beach or beside the pool whilst the **Insured Person** is swimming; or
- (c) leaving it at a distance where the **Insured Person** is unable to prevent it from being unlawfully taken.

Waiting Period means a consecutive number of days during which no benefits are payable (shown in the **Policy Schedule** under each applicable benefit).

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious, or other ends.

We/Our/Us/Insurer means Batch Underwriting Pty Ltd (ABN 15 670 264 767) ('Batch') as an Authorised Representative 00130615 of Halo Underwriting Pty Ltd, Australian Financial Services Licence No 237267 for and on behalf of Certain Underwriters at Lloyds and their nominated representatives.

You/Your/Insured means the insured named in the **Policy Schedule**.

GENERAL POLICY CONDITIONS

You and/or the **Insured Person** must comply with all terms and conditions in this **Policy**. Failure to comply could result in **Us** not paying all or part of a claim.

1. Notice of Claim

- ⑩ Written notice of claim must be given to **Us** within 30 days after the happening of any circumstances giving rise to a claim where reasonably practicable, or otherwise as soon as reasonably practicable thereafter.

- ⑩ Notice may be provided by completing a claim form available at any of **Our** Offices, or advising **Us** by telephone on **1800 956 556** or by submitting a claim over the internet at www.batchunderwriting.com and emailing to claims@batchuw.com
- ⑩ **We** will advise if additional information is required, and **You** should provide this to **Us** in a reasonable time.
- ⑩ **You** or **Insured Person** are required to declare any other insurance **Policy** that is in force simultaneously with this **Policy**, providing **You** or the **Insured Person** similar cover to **Your** claims.

2. Proof of Loss and Physical Examination

After **We** receive notice of a claim, **We** will provide **You** with **Our** usual claim forms for completion. The claim forms must be properly completed, and all evidence reasonably required by **Us** in relation to the claim shall be furnished as soon as reasonably practical at the expense of **You** or the **Insured Person** and be in such form and of such nature as **We** may reasonably require. **We** may at **Our** own expense conduct any medical examination or arrange for an autopsy to be carried out where that is reasonably required in relation to the claim, unless it is illegal to do so.

3. Subrogation

We have the right to commence or take over legal proceedings in **Your** and/or the **Insured Person's** name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. **You** and the **Insured Person** must reasonably co-operate with **Us** and do nothing to hinder **Our** rights.

In the event of any payment under this **Policy**, **We** shall be subrogated to all the **Insured/Insured Person's** rights of recovery thereof against any person or organisation and the **Insured/Insured Person** shall execute and deliver instructions and papers and do whatever else is reasonably necessary to secure such and enable enforcement of such rights. The **Insured/Insured Person** shall take no action to prejudice such rights.

4. Cancellation

This **Policy** may be cancelled by **You** at any time by giving **Us** notice in writing. Should **You** cancel **Your Policy**, **We** shall retain a pro rata proportion of the **premium** for the time the **Policy** has been in force and unless **You** purchased the **Policy** through an Insurance Broker, will pay any premium refund due to **You** within fifteen (15) business days (if **You** purchased the **Policy** through an Insurance Broker, ask **Your** Broker what arrangements apply). **You** will not receive any refund if **You** have made a claim or a claim is forthcoming against the **Policy** prior to cancellation. **We** may cancel this **Policy** in the circumstances prescribed by Section 60 of the Insurance Contracts Act 1984 (Cth).

5. Currency

All amounts shown are in Australian dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

6. Aggregate Limits of Liability

(Applicable to Sections 5,6,7,8,9, and 14)

- (a) Except as provided in 6(b), 6(c), 6(d) and 6(e) **Our** total liability for all claims under one or more of the above Sections which arise out of any one Event or series of related Events shall not exceed the amount specified in the **Policy Schedule**.
- (b) **Our** total liability for all claims directly arising out of air **Travel** in aircraft whose flights are not conducted in accordance with fixed flight schedules to and from fixed terminals over specific routes, shall not exceed the amount specified in the **Policy Schedule**.
- (c) **Our** total liability for all claims arising under Section 4 - (Loss of Deposits and Additional Expenses) which arise out of any one Event or series of related Events, shall not exceed the amount specified in the **Policy Schedule**.
- (d) **Our** total liability for all claims arising under Section 9 - Personal Liability which arises out of any one Event or series of related Events, shall not exceed the amount specified in the **Policy Schedule**.
- (e) **Our** total liability for all claims arising under Section 13 - Kidnap and Ransom and Extortion which arise out of any one Event or series of related Events, shall not exceed the amount specified in the **Policy Schedule**.
- (f) If the Aggregate Limit amount is not adequate to pay all claims in full, then **We** will reduce the benefit payable to each insured person proportionately, so that the total of all payments does not exceed the aggregate limit of liability.

7. Australian Law

This **Policy** is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

8. Automatic Extensions

We will automatically extend the **Insured Person's** cover for up to 3 calendar months from the date of the **Insured Person's** expected return to his or her **Country of Residence** if such return is deferred due to delay of transport or the **Insured Person's** inability to **Travel** due to an **Injury** or **Sickness** for which a claim is payable under this **Policy**.

Please note **We** suggest **You** check that it is safe to Travel to [Your destination. Information](#) on safe Travel is available at www.smartraveller.gov.au

9. Renewal

This **Policy** may be renewed with **Our** agreement, providing the **Insured** pays or agrees to pay the required renewal premium.

10. Fraudulent Claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or the **Insured Person** or anyone acting on **Your** or the **Insured Person's** behalf to obtain any benefit under this **Policy**, then any amount payable in respect of such claim shall be forfeited.

11. Claim Offset

Except for Section 1. Personal Injury, Events 1- 20 inclusive and Sections 1C and 1D, there is no cover under this **Policy** for any loss, Event, or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source.

We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what **You** or the **Insured Person** would be otherwise entitled to recover under this **Policy**, where permissible under Law.

12. Tax or Imposts

Where **We** are, or believe **We** will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority, or body in connection with this **Policy**, **We** may reduce, vary, or otherwise adjust any amounts (including but not limited to premiums, charges, and benefits), under this **Policy** in the manner and to the extent **We** determine to be appropriate to take account of the tax or impost.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

1. **We** will not pay under any Section of this **Policy** for claims arising directly or indirectly out of:
 - (a) **War**, hostilities, or any act of **War** (whether war is declared or not).
 - (b) Invasion.
 - (c) Act of an enemy foreign to **Your** nationality, or enemy foreign to the country in, or over, which the act occurs.
 - (d) Civil **War**.
 - (e) Riot or civil commotion.
 - (f) Rebellion, insurrection, revolution, or overthrow of any Government.
 - (g) Use of nuclear, chemical, or biological weapons of mass destruction.
 - (h) Radioactive contamination.
 - (i) **Terrorist activity**.
any action taken by **You**, or anyone else, in controlling, preventing, or responding to any, or all, of 1(a) to 1(i) above.
2. Air **Travel** except as a passenger in a properly licensed aircraft.
3. Intentional self-inflicted **Injury** or suicide of an **Insured Person**.

4. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or Human Immunodeficiency Virus (H.I.V.) infection. This exclusion does not apply to Accidental H.I.V. Infection as described under benefit 10 of Section 1 E (a) Batch Care+ Lump Sum Benefits
5. Training for or participating in **Professional Sports** of any kind.
6. Any criminal or intentional illegal act of **You** or the **Insured Person(s)**.
7. 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.
8. Riding a motorised bike, trike, or quad bike/ATV:
 - (a) if the **Insured Person(s)** were not wearing a helmet; or
 - (b) if the engine capacity exceeds 250cc; or
 - (c) if riding without a valid local or Australian license endorsed to the appropriate category of vehicle.
9. The (re)insurer exposed to any sanction, prohibition, or restriction under any:
 - (a) United Nations' resolution(s); or
 - (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.
10. Any benefits for Bodily **Injury** or **Sickness** caused by or arising directly or indirectly out of a **Cyber Act** or a **Cyber Incident**.
11. Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing, or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any **Computer System**, hardware, program, or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
 - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such **Computer System**, hardware, program, or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.
12. The age limitation in respect of the cover under certain sub-section of Section 1 (as detailed below), this Policy does not cover any Event which happens to an Insured Person unless he or she at the date of such Event is under 95 years of age.

Cover under Section 1 will be limited as under for the respective age bands of an **Insured Person**, where the lesser of the amount shown as per **Policy Schedule** or the amounts in the table below will apply as per respective age bands of **Insured Persons**.

Section 1A & 1B

Age Band	75 Years or over and under 80 Years	80 Years or over and under 90 Years	90 Years or over and under 95 Years
Section 1A -Death & Benefits			
Event 1 Death	\$500,000	\$250,000	25,000
Event 2 Permanent Total Disablement	Nil	Nil	Nil
Events 3 to 13	\$500,000	\$250,000	Nil
Section 1 B – Weekly Injury & Sickness Benefits			
Events 21, 22 & 25 – Temporary Total & Partial Disablement	Nil	Nil	Nil

SECTION 1 - PERSONAL INJURY AND SICKNESS BENEFITS

SECTION 1A – INJURY LUMP SUM BENEFITS

Description of Cover

If an **Insured Person** during a period of individual cover suffers an **Injury** which results within twelve consecutive months in any Event described in the Table of Events, **We** will pay **You** the Compensation stated in the Table.

In relation to **Non-Associated Leisure Travel**, benefits payable for Event 1 (Death) under this section will be limited to the lesser of the sum insured stated in the **Policy Schedule** or \$250,000.

Cover under section 1A will be limited as under for the respective age bands of an **Insured Person**, where the lesser of the amount shown as per **Policy Schedule** or the amounts in the following table will apply as per respective age bands of **Insured Persons**:

Age Band	75 years or over and under 80 years	80 years or over and under 90 years	90 years or over and under 95 years
<i>1 Section 1A</i>			
<i>a Event 1 - Death</i>	\$500,000	\$250,000	25,000
<i>b Event 2 - Permanent Total Disablement</i>	Nil	Nil	Nil
<i>c Events 3 to 19 - Injury</i>	\$500,000	\$250,000	Nil

Exposure

If an **Insured Person** suffers an Event as a direct result of exposure to the elements, **We** will pay the Compensation shown for that Event.

Disappearance

If an **Insured Person** disappears and after 12 calendar months their body has not been found and it is reasonable to conclude that they have died due to an insured **Injury**, **We** will pay the Compensation shown for Event 1. (Death) subject to such disappearance being reported to the relevant authorities and receipt of a signed undertaking by **You** that any such Compensation shall be refunded if it is later demonstrated that the **Insured Person** did not die as a result of an **Injury**.

TABLE OF EVENTS

Cover under this Section is included only for the Events specified in the **Policy Schedule**. The Compensation for each Event is payable as a percentage of the Lump Sum Insured shown in the **Policy Schedule**.

The Events	The Compensation
Injury, resulting in:	
1. Death*	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two Limbs	100%
7. Permanent Total Loss of use of one Limb	100%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four Fingers and Thumb of either Hand	70%
13. Permanent Total Loss of use of four Fingers of either Hand	40%
14. Permanent Total Loss of use of one Thumb of either Hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of Fingers of either Hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. Permanent Total Loss of use of Toes of either Foot	
(a) all – one Foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great each Toe	1%
17. Loss of at least 50% of all sound and natural teeth, including capped. Per tooth or crowned teeth, but excluding first teeth and dentures	1% (to \$10,000 in total for all teeth)
18. Shortening of leg by at least 5cm	7%
19. Permanent partial disablement not otherwise provided for under Events 9 to 18 inclusive	Such percentage of the Lump Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by the Insured Person's treating Doctor , and a Doctor appointed by Us . If the Doctor chosen by Us forms a contrary opinion to that of the Insured Person's treating Doctor , We will seek the opinion of a third independent Doctor who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured.
Additional Benefits	
20. Broken Bone Benefits – Injury resulting in:	
(a) neck or spine	\$5,000

The Events	The Compensation
(b) hip, pelvis	\$3,750
(c) skull, shoulder blade	\$2,500
(d) collar bone, upper leg	\$2,500
(e) upper arm, kneecap, forearm, elbow	\$1,250
(f) lower leg, jaw, wrist, cheek, ankle, Hand, Foot	\$1,000
(g) ribs (per rib)	\$500
(h) Finger, Thumb, Toe (per Finger, Thumb, Toe)	\$350
Maximum Compensation any one accident	\$7,500

* Benefits payable to **Dependant Children** and **Insured Persons** under 18 years of age for Event 1 (Death) will be limited to \$20,000.

SECTION 1B – WEEKLY INJURY AND WEEKLY SICKNESS BENEFITS

Cover under this Section is included only if specified in the **Policy Schedule**.

Description of Cover

If an **Insured Person** during a period of individual cover suffers an **Injury** or **Sickness** which results within twelve (12) consecutive months in any Event described in the below Table of Events, **We** will pay **You** the Compensation stated in the Table.

For the Section 1 B coverages detailed below, this **Policy** does not cover any Event which happens to an **Insured Person** unless he or she at the date of such Event or is under 75 years of age.

- (a) Section 1 - Personal Injury Event 2. Permanent Total Disablement,
- (b) Section 1 - Events 21 & 25 - Temporary Total Disablement and Event 22 -Temporary Partial Disablement).

The Events	The Compensation
Injury, resulting in:	
21. Temporary Total Disablement if You are an Income earner at the time of the Event	During such disablement the amount per week specified in the Policy Schedule or Income , whichever is the lesser.
The Compensation shall be payable for no longer than the <i>Aggregate Period</i> specified in the Policy Schedule , and shall be subject to a Waiting Period as specified in the Policy Schedule .	
22. Temporary Partial Disablement	During such disablement: <ul style="list-style-type: none"> (a) if the Insured Person returns to work in a reduced capacity following a valid claim under Event 21, the Compensation payable shall be the difference between the Compensation for Event 21 per week and the weekly Income earned from personal exertion per week; or (b) if the Insured Person does not return to work following a valid claim under Event 21, the Compensation shall be 25% of the Compensation for Event 21 per week.
23. Temporary Total Disablement if You are not an Income earner at the time of the Event.	85% of the cost of Domestic help up to the maximum amount specified in the Policy Schedule .
The Compensation shall be payable for no longer than the <i>Aggregate Period</i> specified in the Policy Schedule , and shall be subject to a Waiting Period as specified in the Policy Schedule .	
24. Temporary Total Disablement if You are a full-time student at the time of the Event.	85% of the cost of Student tutoring expenses up to the maximum amount specified in the Policy Schedule .

The Events	The Compensation
The Compensation shall be payable for no longer than the <i>Aggregate Period</i> specified in the Policy Schedule , and shall be subject to a Waiting Period as specified in the Policy Schedule .	

Please note: Benefits cannot be claimed under more than one Event for the same period under section 1B in respect of the same **Injury**.

Sickness resulting in:	
25. Temporary Total Disablement if You are an Income earner at the time of the Event	During such disablement the amount per week specified in the Policy Schedule or Income , whichever is the lesser.
Compensation shall be payable for no longer than the <i>Aggregate Period</i> specified in the Policy Schedule and shall be subject to a Waiting Period as specified in the Policy Schedule .	

Compensation is not payable for more than one of the Events under Section 1B in respect of the same period of time.

DEFINITIONS – SECTION 1B

In addition to the definitions listed on pages 14-16, words with a special meaning in Section 1 are listed below and are shown by using capital letters and **bold** font.

Sickness in respect of Event 25 means **Sickness** contracted by the **Insured Person** whilst **Travelling** and which results solely and directly and independently of any other cause in **Temporary Total Disablement**, provided such **Temporary Total Disablement** occurs during the **Policy Period** and continues for a period of not less than seven days from the date of commencement of medical treatment by a **Doctor**.

Exclusions applying to Section 1B – Events 21, 22, 23 & 24 – In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by any type of illness, disease, infection, or contagion, even if contracted through an **Injury**, except that this Exclusion shall not apply to any **Accidental** needle stick injuries, medically acquired infections or blood poisoning.

Exclusions applying to Section 1B – Events 21, 22 & 25 – In addition to the General Exclusions applying to all Sections

We will not pay a benefit for any period when **You** are entitled to receive sick leave pay and **Your Income** is not reduced.

No cover is provided for insured Section 1B Sickness -Event 25 with respect to any sickness which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising from it.

SECTION 1C – SURGICAL BENEFITS FOR INJURY

Cover under this Section is included only if specified in the **Policy Schedule**.

The Events	The Compensation
Injury , resulting directly in the following surgical procedures:	
1. Brain surgery	\$20,000
2. Amputation of a Limb	\$10,000
3. Fracture of a Limb requiring open reduction	\$3,000
4. Any other surgical procedure performed under general anaesthetic	\$1,000

Conditions

1. Cover is only provided under Section 1C for surgical procedures undertaken outside of Australia.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. **Sickness**, even if contracted through an **Injury**, except that this Exclusion shall not apply to any **Accidental** needle stick injuries, medically acquired infections or blood poisoning.

SECTION 1D – SURGICAL BENEFITS FOR SICKNESS

Cover under this Section is included only if specified in the **Policy Schedule**.

The Events	The Compensation
Injury, resulting directly in the following surgical procedures:	
1. Open Heart surgery	\$20,000
2. Brain surgery	\$10,000
3. Abdominal surgery performed under general anaesthetic	\$3,000
4. Any other surgical procedure performed under general anaesthetic	\$1,000

Conditions

1. Cover is only provided under Section 1D for surgical procedures undertaken outside of Australia.

SECTION 1E – BATCH CARE BENEFITS

(a) Batch Care Lump Sum Benefits

1. Independent Financial Advice

Description of Cover

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section 1A – Benefits - Events 1-9, and if agreed by **You**, **We** will pay:

- (a) For **You** or the **Insured Person** to receive professional financial, taxation and/or investment advice in respect of the benefit paid under Events 1-9, as applicable.

Conditions

- (a) The advice must be provided by a licensed independent financial advisor who is not **Your** employee or a **Close Relative**.
 - (b) The maximum amount **We** will pay is \$5,000.
2. **Executor Emergency Cash Advance Benefit.**

Description of Cover

If an **Insured Person** sustains an **Injury** resulting in death, **We** will upon the written request for financial assistance by the executor of the **Insured Person's** estate, advance **You** or the executor up to \$15,000 whilst the administration of the **Insured Person's** estate is being arranged.

Conditions

- (a) Any cash advance under this benefit will be subject to reasonable evidence regarding the cause of death being a covered **Injury**.
- (b) Any payments made by **Us** against this benefit will be deducted from the final compensation paid out to the **Insured Person's** estate under Section A – Lump Sum Benefits - Event 1.

3. Pre-mature Birth & Miscarriage Benefit

Description of Cover

If an **Insured Person** sustains an **Injury** whilst on authorised business **Travel** which results in either a premature childbirth (prior to 26 weeks gestation) or miscarriage (prior to 26 weeks gestation), as certified by the **Insured Person's Doctor**, **We** will pay \$5,000.

Conditions

This Benefit is not payable:

- (a) in the Event the **Insured Person** is **Travelling** against medical advice; or
- (b) for **Insured Persons** who are the Accompanying **Spouse** or **Dependant Children**.

This Benefit is only payable for **Travel** undertaken for business purposes (including **Associated Leisure Travel**).

4. Cosmetic Surgery Benefit

Description of Cover

If an **Insured Person** sustains an **Injury** whilst on business **Travel** (including **Associated Leisure Travel**) that results in a valid claim under Section 1A - Events 2 to 18, **We** will pay an additional amount equivalent to 10% of the benefit payable under Events 2 to 18, subject to the maximum compensation of \$20,000, for medically necessary reconstructive or cosmetic surgery.

Conditions

- (a) The sole purpose of the cosmetic or reconstructive surgery as certified by a **Doctor** is to restore function or appearance after an **Injury** and was done at a medically appropriate stage within 24 months from the date of **Injury**.
- (b) This benefit is only payable for **Travel** undertaken for business purposes (including **Associated Leisure Travel**).

5. Facial Scarring Benefit

Description of Cover

If an **Insured Person** sustains an **Injury** whilst on business **Travel** which results in a permanent facial scar on the **Insured Person's** face, **We** will pay compensation as listed under:

- (a) Permanent facial scar is 2.5 to 5 centimetres in length or square centimetres in area – \$750
- (b) Permanent facial scar is over 5 centimetres in length or square centimetres in area – \$1,500

Conditions

- (a) This Benefit is only payable for **Travel** undertaken for business purposes (including **Associated Leisure Travel**).

6. Dental Cash Benefit – Injury Only

Description of Cover

If an **Insured Person** suffers **Injury** resulting in the loss of teeth or crowning of damaged teeth, **We** will pay \$250 per tooth, up to a maximum of \$5,000 per **Injury**.

No cover is provided for milk or first teeth, dentures, or fillings. No benefit is payable if a claim is payable under Section 1A Event 17 in relation to the same **Injury**.

7. Trauma Counselling

Description of Cover

If an **Insured Person** suffers psychological trauma as a result of being a victim of, or an eyewitness to, a violent criminal act consisting of a sexual assault, rape, murder, violent robbery, or an act of terrorism, **We** will pay:

- (a) Up to \$250 per visit, to a maximum of \$5,000 in total, for the cost of trauma counselling provided by a registered psychologist or psychiatrist.

Conditions

- (a) The registered psychologist or psychiatrist must not be an **Insured Person** or their **Close Relative**.
- (b) The treatment must be certified as necessary by a **Doctor** for the well-being of the **Insured Person**.
- (c) Costs must be incurred within six (6) months of the Event giving rise to a claim.
- (d) The maximum amount **We** will pay is \$10,000 with respect to anyone (1) Event or set of related circumstances, regardless of the number of **Insured Persons** involved.
- (e) Any claim under this benefit will need to be supported by a police report of the Event.

8. Physical Assault Benefit

Description of Cover

If an **Insured Person** is a victim of a physical assault whilst on business **Travel**, **We** will reimburse:

- (a) the reasonable costs incurred for one person (as chosen by the **Insured Person**) to **Travel** to and visit the **Insured Person** at the hospital or medical facility where they are confined for treatment.

Reasonable costs mean transportation costs and lodging and meals costs for up to 7 days. It is a condition of this cover that the visitor's and **Insured Person's** usual place of residence is 200 kilometres away from the hospital or medical facility.

- (b) any test costs incurred by the **Insured Person** to undergo infectious disease or virus testing within 60 days after the date of a sexual assault or physical assault.

Conditions

- (a) Any claim under this benefit will need to be supported by appropriate reports such as medical and police reports of the Event. The maximum compensation for 1 above will be calculated based on \$200 per day of the **Insured Person's** hospitalisation.

The maximum amount **We** will pay for (a) and (b) above shall not exceed \$2,600 in the aggregate.

9. Accidental HIV Infection Benefit

Description of Cover

If an **Insured Person** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- (a) an **Injury** caused by a physical and violent bodily assault by another person on the **Insured Person** while he or she is covered under this **Policy**; or
- (b) the administering of medical treatment provided by a **Doctor** or registered nurse of an **Insured Person's** covered **Injury** or **Sickness** while he or she is insured under this **Policy**.

We will pay:

- (a) the Sum of \$50,000 per **Insured Person**.

Conditions

- (a) Compensation will only be payable if the **Insured Person** is positively diagnosed within 180 days of the Event giving rise to the H.I.V. infection.
- (b) Compensation shall not be payable unless any Event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a **Doctor** as soon as reasonably practicable after the **Insured Person** becomes aware that the Event has led to or is likely to lead to that diagnosis.

10. Out of Pocket Expense Benefit

Description of Cover

If an **Insured Person** sustains an **Injury** whilst **Travelling** which directly results in unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment, **We** will reimburse the actual and reasonable costs incurred up to the maximum of \$750.

Conditions

- (a) **We** will not pay for any expense insured under any other sections of this **Policy** .
- (b) **We** will not pay for any expenses that **We** are prohibited by law from making such payments.

11. Life Saver Benefit

Description of Cover

If an unrelated individual, who is not an **Insured Person** or a member of the emergency services, sustains **Injury** that results in their death or permanent total disablement whilst trying to save the life of an **Insured Person** whilst on **Travel**, **We** will pay on **Your** written request a compensation of \$10,000 to this person or to their legal representatives.

The maximum payable for all claims per **Policy Period** is \$20,000.

12. Corporate Image Protection

Description of Cover

If an **Insured Person** suffers an **Injury** which based on evidence is likely to result in a valid claim under the **Policy** with respect to Section 1A – Lump Sum Benefits - Event 1. Death

We will pay:

- (a) The reasonable costs **You** incur, other than **Your** internal costs, for the engagement of external image or public relations consultants to protect against or counter any reputational damage **Your** business may suffer as a result of the **Insured Persons** death.

Conditions

- (a) Costs must be incurred within fifteen (15) days of the **Insured Persons** death, and they must be directly related to protecting **Your** business image.
- (b) The maximum amount **We** will pay is \$10,000 with respect to any one (1) Event or set of related circumstances, regardless of the number of **Insured Persons** involved.
- (c) Cover is subject to **You** giving **Us** a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not or will not eventuate.

Batch Care Additional Benefits

1. Guaranteed Payment

Description of Cover

If an **Insured Person** suffers an **Injury** for which benefits are payable under Section 1B – Weekly **Injury** Benefits - Event 21. and a **Doctor** certifies, with sufficient supporting documentation, that the total period of the **Temporary Total Disablement** is likely to be a minimum of twenty-six (26) consecutive weeks

We will pay:

- (a) The first eight (8) weeks benefits to the **Insured Person** in advance, following satisfactory proof of income.

Conditions

- (a) Satisfactory medical evidence needs to be provided by a **Doctor**, certifying that the total period of the **Temporary Total Disablement** is likely to be a minimum of twenty-six (26) weeks.
- (b) **We** will require a signed undertaking that if the claim does not run for twenty-six (26) consecutive weeks the **Insured Person** will refund the portion of the guaranteed payment that they were not entitled to receive.
- (c) All benefit entitlements after eight (8) weeks will be paid four (4) weekly in arrears.

2. Escalation of Claim Benefit

Description of Cover

After payment of the Compensation under any Section 1B Event continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, **We** will increase the Compensation by 5 percent compound per annum.

3. Home or Motor Vehicle Renovation Benefit

Description of Cover

If after payment of the Compensation under any of Section 1A Event 2 to 8 in the Table of Events, the **Insured Person** is required to renovate their existing residence (including but not limited to the installation of ramps for external or internal wheelchair access, internal guide rails, emergency alert system and similar disability aids) or modify their motor vehicle as necessary for the **Insured Person** to:

- (a) carry out daily activities such as washing, cooking, bathing, and dressing;
- (b) remain in and move around their existing residence; or
- (c) continue using their motor vehicle

We will pay 80% of the reasonable cost incurred for such renovations to a maximum of \$10,000. This Benefit is only payable:

- (a) where such renovations and modifications are undertaken with the agreement of the **Insured Person's** attending **Doctor**; and
- (b) in respect of their primary residence and any one motor vehicle only.

It is important that **You** tell **Us** if **You** expect to incur costs under this additional benefit before doing so, so that **We** can inform **You** whether **We** agree that they are reasonable.

4. Membership Fee Reimbursement Benefit

Description of Cover

After payment of the Compensation under any of Section 1A Events 2 to 9 of the Table of Benefits, Section 1B Event 21 or 25 (where selected); and where a **Doctor** certifies that the **Injury** prevents the **Insured Person** from continuing their participation in the sport or gym activity for which they have pre-paid a membership, association or registration fee, **We** will pay the **Insured Person** a pro-rata refund of such fees paid for the current season or year up to \$1,000 in total.

5. Chauffeur Benefit

Description of Cover

After payment of the Compensation under Section 1B Events 21 or 22, or 25 (where selected) where:

- (a) the **Insured Person** has returned to work in a limited capacity, and
- (b) are unable to commute to work via their normal mode of transport;

We will reimburse the costs for the hire of a suitable chauffeured vehicle or taxi to transport the **Insured Person** directly to and from their normal place of residence and normal place of work to complete their work duties.

The most **We** will pay is \$100 per day to a maximum of \$2,000.

Conditions

Medical evidence must be presented to **Us** from a **Doctor** certifying that the **Insured Person** is unable to operate a motor vehicle or travel on other available modes of public transport.

Exclusions Applicable to Section 1E – In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

- (a) Any type of illness, disease, infection, or contagion, even if contracted through an **Injury**, except that this Exclusion shall not apply to any **Accidental** needle stick injuries, medically acquired infections or blood poisoning.

Definitions – Section 1

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 1 as explained below. These words will use capital letters and **bold** font;

1. **Domestic help** means the actual costs incurred for reasonable and necessary professional services carried out by persons other than members of the **Insured Person's** family or the **Insured Persons Close Relatives** or persons permanently residing with the **Insured Person**, to help the **Injured Insured Person** with household duties provided such services are certified by the **Insured Person's Doctor** as being necessary for the **Insured Person's** recovery.

2. **Waiting Period** means the initial period of disablement for which no benefit is payable. The Waiting Period will be detailed in the **Policy Schedule**.
3. **Income** means
 - (a) as regards to a salaried **Insured Person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (b) as regards to a T.E.C. (i.e., total employee cost) or salary package **Insured Person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing, or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (c) as regards to a self-employed **Insured Person**, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

all derived during the 12 calendar months period immediately preceding the **Injury** giving rise to the claim under this **Policy**.
4. **Paraplegia** means **Permanent** and entire paralysis of both legs and part or whole of the lower half of the body.
5. **Permanent** means lasting 12 consecutive months and at the end of that period is certified by a **Doctor** as being unlikely to materially improve for the remainder of the **Insured Person's** natural life.
6. **Permanent Total Disablement** means total disablement which continues for 12 consecutive months and at that time is certified by a **Doctor** as being unlikely to materially improve and entirely preventing the **Insured Person** forever from engaging in their usual occupation immediately prior to the **Injury** or any occupation for which he or she is reasonably qualified by training, education, or experience.
7. **Quadriplegia** means **Permanent** and entire paralysis of both legs and both arms.
8. **Student tutoring expenses** means the actual expenses necessarily incurred for professional tutorial services of a suitably qualified teacher holding a current teaching certificate equal to the level of education currently undertaken by an **Insured Person**.
9. **Temporary Partial Disablement** means that as a result of **Injury** the **Insured Person** is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in his or her usual **Country of Residence** and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
10. **Temporary Total Disablement** means
 - (a) in respect of income earners that as a result of **Injury** the **Insured Person** is wholly and continuously prevented from engaging in his or her usual occupation in his or her **Country of Residence** and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
 - (b) in respect of Non-income earners that as a result of **Injury** the **Insured Person** is wholly and continuously prevented from engaging in all of his or her normal household duties in his or her **Country of Residence**, and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
 - (c) in respect of students that as a result of **Injury** the **Insured Person** is wholly and continuously prevented from attending all of their normal studies at an educational institution in their **Country of Residence**. Provided such absence is certified by that **Insured Person's Doctor**, who is not the **Insured Person** or a member of the **Insured Person's** family, as being necessary for that **Insured Person's** recovery.
11. **Total Loss** means the total physical loss or loss of use of the body part referenced in the Table of Events. Where that body part is a **Limb, Hand, Foot, Finger** or **Toe**, total loss means the total physical loss or loss of use of, that body part referenced in the Table of Events for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.

Special Provisions

1. The Compensation payable under Event 1 in Section 1A shall be payable to **You**, any other Compensation payable under the **Policy** shall be payable to an **Insured Person**.

2. (a) Compensation shall not be payable for more than one of the Events listed in Section 1A in respect of the same **Injury**;
- (b) Any Compensation payable for Events 2-19 listed in Section 1A shall be reduced by any Compensation already paid under Events 21, 22, 23 and 24 in Section 1B in respect of the same **Injury**;
- (c) Should an **Insured Person** sustain **Injury** which results in any one of Events 2 to 8 described in Section 1A there shall be no further liability under the **Policy** for **Injury** sustained by that **Insured Person** thereafter;

provided always that if an **Insured Person** become entitled to Compensation under any one of the Events listed in Section 1A (other than Event 1) an **Insured Person** may elect to receive Compensation either under that Event or under Events listed in Section 1B.

3. Compensation shall not be payable:
 - (a) Under Events described in Section 1B in excess of the Aggregate Period shown against such Events therein in respect of any one **Injury** or **Sickness**.
 - (b) Unless as soon as possible after the occurrence of any **Injury** or **Sickness** giving or likely to give rise to a claim, an **Insured Person** obtains and follows the diagnosed medical advice from a **Doctor** who is not the **Insured Person** or a member of the **Insured Person's** immediate family.
 - (c) If the **Insured Person** is entitled to receive sick leave pay.

4. Weekly Benefits Limitation

- (a) For each **Insured Person** the Compensation payable under Event 21, 22 or 25 (Weekly Benefits) is limited to an **Insured Person's** weekly **Income** up to the limit stated in the **Policy Schedule**. If an **Insured Person** is entitled to receive:
 - (i) weekly or periodical disability benefits under any other policy of insurance; and/or
 - (ii) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
 - (iii) earned income from any other occupation;

then Compensation payable under Event 21, 22 or 25 (Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the **Insured Person's** weekly **Income** up to the limit stated in the **Policy Schedule**.

- (b) For each **Insured Person** the Compensation payable under Event 23 or 24 (Weekly Benefits) is limited to an **Insured Person's** **Domestic Help** costs or **Student Tutoring Expenses** up to the limit stated in the **Policy Schedule**. If an **Insured Person** is entitled to receive:
 - (i) weekly or periodical disability benefits under any other **Policy** of insurance; and/or
 - (ii) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
 - (iii) earned income from any other occupation;

then Compensation payable under Event 23 or 24 (Weekly **Injury** Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the **Insured Person's** actual **domestic help** costs or **student tutoring** expenses up to the limit stated in the **Policy Schedule**.

5. If as a result of **Injury** or **Sickness**, Compensation is payable under Section 1B hereunder and if, while the **Policy** is in force, an **Insured Person** suffers recurrence of **Temporary Total Disablement** from the same or related cause or causes, the subsequent period of **Temporary Total Disablement** will be deemed a continuation of the prior period unless between such periods the **Insured Person** has performed their usual domestic or occupational duties or studies on a full-time basis for at least six consecutive months, in which event such **Temporary Total Disablement** shall be deemed the result of a new **Injury** and subject to a new **Waiting Period**.

6. **Dependant Children** and **Insured Persons** Under 19 Years.

Benefits payable to **Dependant Children** and **Insured Persons** under 19 years of age for Event 1 (Death) will be limited to or \$20,000.

7. **Duplicate Benefit Cover**

Should a Benefit be payable under this **Policy** that is also payable under any other insurance policy insured with **Us**, only one (1) policy can be claimed against (i.e., the policy with the greatest benefit).

SECTION 2 – MEDICAL AND MEDICAL EVACUATION EXPENSES

SECTION 2A – OVERSEAS MEDICAL EXPENSES

Description of Cover

If an **Insured Person** whilst **Travelling** incurs **Medical Expenses**, **We** will pay **You** or the **Insured Person** for those expenses provided that they are incurred outside of the **Insured Person's Country of Residence**.

Definitions – Section 2A

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 2A as explained below. These words will use capital letters and **bold** font;

Medical Expenses means all reasonable costs necessarily incurred outside the **Insured Person's Country of Residence** for:

1. **Injury** or **Sickness** resulting in hospital, surgical or other diagnostic or remedial treatment given or prescribed by a **Doctor**.
2. Emergency Optical treatment provided by a **Doctor** or optician. No cover is provided for routine optical treatments.
3. Emergency Dental treatment provided by a registered and legally qualified dentist for the relief or management of dental pain. No cover is provided for normal maintenance of dental health, or lack thereof.

SECTION 2B – ONGOING MEDICAL EXPENSES

Description of Cover

Following an **Insured Person** claim in Section 2A, if an **Insured Person** during a **Policy Period** incurs **Ongoing Medical Expenses** in their **Country of Residence** for an:

1. **Injury** or **Sickness**; or dental or optical condition arising out of an **Injury**; which was first treated outside the **Insured Person's Country of Residence** during a period of **Travel**, **We** will pay **You** or the **Insured Person** for those expenses.

If an **Insured Person's Country of Residence** is any country other than Australia, **Ongoing Medical Expenses** are limited to a maximum of \$50,000.

Definitions – Section 2B

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 2B as explained below. These words will use capital letters and **bold** font;

Ongoing Medical Expenses means all reasonable costs necessarily incurred for **Injury** or **Sickness**, or **Injury** related dental or optical condition, resulting in hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner, dentist, or optician. **Ongoing Medical Expenses** do not include those expenses **We** are prohibited by law from paying.

We will not pay any expenses reasonably recoverable by **You** or the **Insured Person** from any other source. This includes Medicare, or similar body established by law in **Your Country of Residence** or any private health insurance. An **Insured Person** is required to submit their claim to Medicare, or similar body established by law in **Your Country of Residence**, or their private health insurer in the first instance.

SECTION 2C – OVERSEAS MEDICAL EVACUATION EXPENSES

Description of Cover

1. Emergency Transportation Services

If during **Travel** an **Insured Person** suffers **Injury** or **Sickness** covered under Section 2A (Overseas Medical Expenses) that necessitates emergency air, land, or water transportation:

- (a) to another location to obtain necessary medical treatment; or
- (b) repatriation to **Country of Residence**; then

We will pay for the reasonable cost of the required service including any necessary accompanying medical staff.

We will also pay for the reasonable cost of returning the **Insured Person** to the location from where they were evacuated unless

We had returned them to **Country of Residence** (refer Section 7. - Resumption of Assignment).

Conditions

- (a) If **You** or the **Insured Person** requires **Us** to pay for the emergency transportation service then **BATCH ASSIST** must be contacted as soon as practicable, so that **We** can inform **You** whether **We** agree that the transportation is necessary, and costs are reasonable. (This requirement does not include in-country emergency ambulance transfers from the place of **Injury** or **Sickness** to a hospital, which will be paid by **Us** providing such service was medically necessary or was authorised by a local authority (e.g., police or medical officer).
- (b) **We** will determine based on medical advice where and how to best move the injured or sick **Insured Person**.
- (c) **We** will use the **Insured Person's** return ticket towards **Our** costs if the **Insured Person** is returned to his or her **Country of Residence**.
- (d) This Benefit does not apply in **Your** or the **Insured Person's Country of Residence**.

2. Repatriation of Mortal Remains/Burial Expenses

In the event of the death of the **Insured Person**, **We** will pay the reasonable cost of returning his or her remains to his or her **Country of Residence** or the reasonable funeral and related costs if the body is buried or cremated at the place of death.

3. Accompanying Family Member

If the **Insured Person** suffers **Injury**, **Sickness** and reasonably requires care under medical advice or dies during the **Travel**, **We** will pay the reasonable extra travel and accommodation expenses, for up to two persons to travel to, remain with or accompany the **Insured Person** back to his or her **Country of Residence** provided **You** tell **Us** if **You** expect to incur reasonable expenses under this cover before doing so, that **We** can inform **You** whether **We** agree that they are reasonable where applicable.

The maximum amount **We** will pay is limited by the specified Sum Insured in the **Policy Schedule**.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for:

1. Any expenses reasonably recoverable by **You** or the **Insured Person** from any other source.
2. **Medical Expenses** incurred within an **Insured Persons Country of Residence** except in accordance with Section 2B (**Ongoing Medical Expenses**).
3. Any expenses **We** are prohibited by law from paying (including those outlined under the Australian National Health Act 1953 and the Australian Health Insurance Act 1973 or.
4. Expenses incurred when the **Insured Person** is **Travelling** against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to **Travel** or when he or she is unfit to do so.
5. Expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the **Travel**, which the **Insured Person** has been advised to continue whilst **Travelling**.

SECTION 3 – BATCH ASSIST

Description of Cover

An **Insured Person** is entitled to the worldwide services of **BATCH ASSIST**.

In the event of a medical or other emergency overseas, the **Insured Person** should simply call – directly or reverse charge - the **BATCH ASSIST** telephone number **+61 2 9312 5163** or email batchassist@batchuw.com

BATCH ASSIST is a worldwide team of doctors, medical professionals and insurance specialists who are available 24 hours a day for advice and assistance for medical emergencies and any associated problems for **Insured Persons** outside his or her **Country of Residence**.

If the **Insured Person** needs advice regarding the replacement of lost or stolen luggage, credit cards or any similar problems – **BATCH ASSIST** is a free telephone call away.

BATCH ASSIST arranges access to the following services free of charge, but subject to the Terms and Conditions of **Your Policy** and applicable law(s):

- ⑩ Pre-departure health information.
- ⑩ Access to a registered medical practitioner for emergency assistance and advice.
- ⑩ Emergency transportation to the nearest suitable hospital.
- ⑩ Payment guarantees to hospitals and insurance verification.
- ⑩ Second opinions on surgery.
- ⑩ Hospital case management.
- ⑩ Emergency evacuation to the **Insured Person's** home if necessary.
- ⑩ Advice to the family at home of the **Insured Person's** medical condition and progress.
- ⑩ **You** will be kept informed of the **Insured Person's** condition and progress.
- ⑩ Location of Australian Embassies and Consulates.
- ⑩ Legal referral service.
- ⑩ Assistance in replacing **Travel** documents and passports.
- ⑩ Assistance in cancelling and replacing lost or stolen credit cards and **Insured Person's** cheques.
- ⑩ Assistance and advice regarding the replacement of lost or stolen luggage.
- ⑩ Urgent message service and emergency **Travel** planning.

In the event of an emergency overseas, simply call (reverse charge where available) **BATCH ASSIST** any time from any place in the world: **+61 2 9312 5163** or email batchassist@batchuw.com with **Your** name, contact number and a request for a call back.

SECTION 4 – LOSS OF DEPOSITS AND ADDITIONAL EXPENSES

In relation to **Non-Associated Leisure Travel**, all losses payable under this section are limited to the lesser of the sum insured or \$25,000 per Event.

Description of Cover

1. Loss of Deposits

We will reimburse **You** or the **Insured Person**:

The Non-refundable unused portion of **Travel** or accommodation arrangements paid for in advance by **You** or the **Insured Person** following necessary cancellation, alteration, or incompleteness of the **Insured Person's Travel** due to:

- (a) the **Insured Person's** unexpected death, **Injury** or **Sickness**; or
- (b) the unexpected death or **Serious Injury** or **Serious Sickness** of an **Insured Person's Close Relative**, business partner, co-director or **Travelling** companion and resulting in the **Insured Person** having to return to the point of origin of such **Travel**; or
- (c) any other unforeseen circumstances occurring outside the control of **You** or the **Insured Person**, other than those circumstances described in (a) or (b) above or specifically described elsewhere in this **Policy**, all happening after the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**.

2. Additional Cancellation/Curtailment/Interruption Expenses

We will reimburse **You** or the **Insured Person** or pay direct to the provider, the expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred but less any refund on unused prepaid **Travel** and accommodation arrangements, as a result of:

- (a) the **Insured Person** suffering an **Injury** or **Sickness** during the **Travel**; or
- (b) the **Insured Person** having to return to his or her **Country of Residence** or place of departure within his or her **Country of Residence** during the **Travel** due to the unexpected death or **Serious Injury** or **Serious Sickness** of a **Close Relative**, business partner, co-director or **Travelling** companion; or
- (c) any other unforeseen circumstances occurring during **Travel** and outside the control of **You** or of the **Insured Person**, other than those circumstances described in (a) or (b) above or specifically described elsewhere in this **Policy**.

We will not pay any additional costs or expenses incurred to **Travel** to a destination where the **Insured Person's Close Relative**, business partner, co-director or **Travelling** companion's location, if such location is different from the **Insured Person's** point of original departure. **We** will only pay the equivalent of any reasonable additional costs or expenses that would have been incurred if the **Insured Person** returned to their point of departure.

Note: If the **Insured Person** needs to return home early for any reason **BATCH ASSIST** must be contacted as soon as practicable, so that **We** can inform **You** whether **We** agree that the expenses are reasonable and necessary. **BATCH ASSIST** will also help with the **Travel** arrangements.

3. Frequent Flyer Points

Where an airline ticket was purchased using frequent flyer or similar air points, **We** will pay the **Insured Person** for the frequent flyer or similar air points lost following cancellation of the **Insured Person's** airline ticket. The amount payable will be calculated as follows:

If the airline will not refund **Your** or the **Insured Person's** points, **We** will refund to **You** or the **Insured Person** the cost of the equivalent class air ticket on the quoted retail price at the time the ticket was issued.

If the airline will only refund a portion of the value of **Your** or the **Insured Person's** points, **We** will refund to **You** or the **Insured Person** 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** or the **Insured Person's** points refunded back to **You** or the **Insured Person**.

For this Benefit to become payable:

- (a) the reason for cancellation must be an insured Event under this Section of the **Policy**, and

(b) the loss of such points cannot be reasonably recovered from any other source.

4. Other Expenses

We will pay:

(a) In Hospital Cash Benefit

\$250 for each completed 24-hour period an **Insured Person** is hospitalised overseas as an in-patient due to **Injury** or **Sickness**, up to a maximum of 20 days (i.e., \$5,000).

(b) In Hospital Coma Benefit

\$300 for each completed 24-hour period an **Insured Person** is hospitalised overseas as an in-patient due to a coma, up to a maximum of 10 weeks.

Coma means the **Insured Person** being in a prolonged state of deep unconsciousness due to an **Injury** or **Sickness**.

Benefits are not payable under 4. (a) In Hospital Cash Benefit if a benefit is payable under 4.b In Hospital Coma Benefit for the same period.

(c) Legal Expenses

The reasonable legal costs actually and necessarily incurred as a result of the false arrest or wrongful detention of the **Insured Person** during **Travel** by any internationally recognised foreign Government, up to a maximum of \$50,000.

(d) Hijack

\$2,000 for each 24-hour period that an **Insured Person** is illegally detained during **Travel** as a result of the public transport on which he or she is **Travelling** being hijacked, up to a maximum of 20 days (i.e., \$40,000).

(e) Overbooked Flight

If an **Insured Person** is denied boarding on a confirmed, scheduled flight due to overbooking and the carrier does not provide alternative transport that is scheduled to depart within eight (8) hours of the original scheduled departure time, **We** will pay up to \$2,500 for all reasonable additional **Travel**, accommodation and meal expenses incurred as a result of the delay.

Conditions

1. **We** will require confirmation from the airline as to why **You** were denied boarding **Your** original scheduled flight and what alternative arrangements were made available to **You**.
2. **We** will deduct any compensation **You** receive from the carrier, or any other third party, from any claim lodged under this Section.
3. There is no cover if **You** are flying standby or on any other class of ticket that does not guarantee a seat, such as airline staff **Travel**.

(f) Additional Domestic Travel Benefit

If an **Insured Person** is hospitalised for more than 24 hours in Australia beyond a 300-kilometre distance from their normal place of residence and work **We** will pay up to a maximum of \$1500 for the cost of one (1) person return airfare, with **Your** consent, to **Travel** to the **Insured Person**.

Costs are limited to economy class domestic airfare unless none are available.

(g) Pet Care Benefit

If an **Insured Person** is hospitalised as an in-patient resulting in the return trip being delayed for more than 24 consecutive hours at the end of the original pre-booked authorised business **Travel**, **We** will reimburse up to \$50 per day towards any reasonable additional costs necessarily incurred by the **Insured Person** towards additional domestic cattery or kennel fees for pets owned by the **Insured Person**.

We will pay a maximum of \$500 under this benefit.

Conditions applying to Section 4 – Loss of Deposits and Additional Expenses

1. All losses payable under this section are limited to the lesser of the sum insured or \$25,000 per **Insured Person** in relation to **Non-Associated Leisure Travel**.
2. Where an **Insured Person** has incurred both additional expenses as well as forfeited pre-paid **Travel** or accommodation expenses only the greater of each expense shall be payable under this **Policy**. For example, if an **Insured Person** forfeits accommodation for a particular night, but also incurs expense for accommodation for the same night, only the greater expense shall be payable.

Exclusions – In addition to the General Exclusions applying to all Sections,

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

1. Claims arising from Cancellation, curtailment, or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been media warning before the date the particular **Travel** was booked that such events were likely to occur.
2. Claims arising from cancellation, delays or rescheduling where the expense has been recovered from the carrier.
3. Any business or employment commitment or financial or contractual obligation of **You**, the **Insured Person**, or any other person on whom the **Travel** depends.
4. Any change of plans, or disinclination on the part of the **Insured Person** or of any other person to travel.
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of people to commence any tour or travel. This exclusion does not apply in relation to pre-paid transportation and accommodation arrangements purchased separately to get to and/or from an **Insured Person's** destination.
6. A terminal condition of the **Insured Person** diagnosed prior to the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**, or the **Insured Person Travelling** against medical advice or to seek medical attention or advice or when he or she is unfit do so.

SECTION 5 – LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS

Description of Cover

1. Property

We will pay for accidental loss of or damage to the **Insured Person's** accompanied luggage, personal effects, portable business equipment (including computers and mobile phones) and business property (including business papers, specifications, manuscripts, and stationery for the cost of reproducing such documents but excluding research and development costs), that occurred during **Travel**.

2. Mislaid Luggage

We will pay the reasonable expenses incurred during **Travel** for the emergency replacement of essential items if during the **Travel** the **Insured Person's** luggage is delayed, misdirected, or temporarily misplaced by any carrier for more than 8 consecutive hours. The maximum amount **We** will pay is specified in the **Policy Schedule**.

Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items the **Insured Person** needed to purchase. The cost of the essential items purchased will be offset against any subsequent claim where a total or partial loss of luggage, personal effects or business property is made for the same trip.

3. Travel Documents

We will pay the Non-recoverable cost of replacing the **Insured Person's** Travel documents, credit cards or Traveller's cheques should they be lost or damaged during **Travel**.

4. Credit Card Fraud

We will pay **Your** or the **Insured Person's** legal liability for payment arising out of unauthorised use of **Your** or the **Insured Person's** Travel documents, credit cards or Traveller's cheques following theft during **Travel** by any person other than the **Insured Person's** relative or **Travelling** companion. The maximum amount **We** will pay is specified in the **Policy Schedule**.

5. Money

We will pay for accidental loss of the **Insured Person's** cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments, which occurred during **Travel**.

In respect of money secured for the purpose of **Travel**, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the **Travel** whichever occurs last and shall continue for 72 hours after cancellation of the **Travel** or until deposited at the bank, whichever occurs first. The maximum amount **We** will pay is specified in the **Policy Schedule**.

6. Keys and Locks

We will reimburse up to the amount specified in the **Policy Schedule** of the costs actually incurred for the replacement of keys and locks where an **Insured Person** loses their identification and keys at the same time.

Sum Insured

The maximum amount **We** will pay is limited by the specified Sum Insured in the **Policy Schedule**.

Basis of Settlement

The basis of settlement under this Section will be the replacement value of items. **We** will replace or repair the item where it is reasonably practicable to do so, or otherwise pay for the replacement in cash where that is not the case.

Conditions

1. Where reasonably practicable, all loss or damage attributable to theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after the discovery of the loss, and a written acknowledgement of the report obtained.

2. Any loss of credit cards, Traveller's cheques, or Travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
3. The **Insured Person** shall take all reasonable precautions for the safety and supervision of any insured luggage, personal effects, Travel documents, money, and credit cards.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for:

1. Damage or loss arising from electrical or mechanical breakdown or software malfunction, defect, or failure of any item.
2. Damage to or replacement of any electronic data or software.
3. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
4. Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
5. Luggage, personal effects, business property, Travel documents or money shipped under any freight agreement, or items sent by postal or courier services or given to someone else other than a Travelling companion.
6. Losses due to depreciation or devaluation of currency.
7. Loss or damage arising from confiscation or destruction by customs or any other authorities.
8. Losses reasonably recoverable from any other source, e.g., airlines, or other insurance including automatic credit card Travel insurance.
9. **Electronic Equipment;**
 - (a) where theft or attempted theft occurs while such equipment is **Unattended** other than when securely locked inside a building or securely locked out of sight inside a motor vehicle, however this Exclusion 9(a) shall not apply in circumstances where the **Insured Person** leaves such property temporarily **Unattended** whilst on any conveyance and takes all reasonable precaution to safeguard the property and has no option other than to leave the property temporarily **Unattended**; or
 - (b) whilst carried in or on any conveyance unless they accompany an **Insured Person** as personal cabin luggage unless the conveyance operator has specifically instructed the **Insured Person** that such items must be placed in the cargo hold prohibiting the **Insured Person** from carrying the item(s) as cabin luggage. Where the **Insured Person** is so prohibited, the item(s) must be reasonably and adequately packaged and protected from loss or damage.
10. Luggage, personal effects and/or Travel documents left **Unattended** in any **Public Place** however this Exclusion 10 shall not apply in circumstances where the **Insured Person** leaves such property temporarily **Unattended** whilst on any conveyance and takes all reasonable precaution to safeguard the property and has no option other than to leave the property temporarily **Unattended**.
11. Damage or loss of jewellery, whilst placed in the storage hold of any aircraft, vehicle, or vessel.
12. Contractual obligations in relation to a mobile phone purchase.
13. Cost of freight and associated charges including insurance incurred for replacing a lost or stolen item.
14. Any goods intended for sale or trade in excess of \$1,000 in total.
15. Household furniture and household appliances unless acquired during the **Travel** for personal use in the **Insured Person's Country of Residence** and non-portable business property, computer, or **Electronic Equipment**.
16. Drones lost, damaged, or confiscated by lawful authorities whilst such drones were in use.

Definitions – Section 5

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 5 as explained below. These words will use capital letters and **bold** font;

Electronic Equipment means any electronic equipment including but not limited to laptops, notebooks, tablets, smart/hybrid watches, mobile phones, or any other portable electronic device, projectors, cameras, video equipment, drones, MP3 players (and other listening, recording, and viewing devices) or Global Positioning System (GPS) equipment.

SECTION 6 – RENTAL & PRIVATE VEHICLE EXCESS COVER INCLUDING TOWING EXPENSE BENEFIT

1. Rental Vehicle Excess

Description of Cover

We will reimburse **You** or the **Insured Person** for any insurance excess which **You** or the **Insured Person** become legally liable to pay under a valid and current rental vehicle hire agreement if the rental vehicle is stolen, damaged or involved in an accident during the rental period whilst on business **Travel**.

Conditions

- (a) The **Rental Vehicle** must be rented from a licensed rental company.
- (b) The **Insured Person** must comply with all requirements of the rental organisation under the rental agreement and of the insurer under such rental insurance.
- (c) As part of the arrangement for the rental of the vehicle the **Insured** or **Insured Person** must purchase all compulsory motor vehicle insurance provided by the rental provider, against loss or damage to the rental vehicle during the rental period except the excess buyback, if the benefit shown in the schedule is higher than the excess on the hire car insurance for the duration of the rental period.
- (d) A copy of the signed **Rental Vehicle** agreement clearly showing the **Rental Vehicle** excess amount must be supplied to **Us** in the event of a claim.

2. Personal Vehicle Excess

Description of Cover

If **Insured Person** uses their personal vehicle for business **Travel** as authorised by **You**, and the vehicle is involved in an accident whilst the **Insured Person** is in control of the vehicle. **We** will:

- (a) reimburse the **Insured Person** the amount of the excess payable under the **Insured Person's** valid claim under their comprehensive motor vehicle insurance policy of their personal vehicle, and/or
- (b) pay the **Insured Person** a weekly benefit of up to a maximum of \$250 per week, for a maximum of 4 consecutive weeks, for the cost of hiring a similar motor vehicle in the event that they have lost total use of their personal vehicle as a result of the accident.

The maximum amount **We** will pay in respect to any one accident under this Benefit for both parts a) and b) will be \$2,000.

Conditions:

In the event of a claim the **Insured Person** must supply the following information

- (a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the **Insured Person's** privately owned vehicle; and
- (b) document(s) from the **Insured Person's** personal vehicle insurer confirming the amount of the excess paid and the car is insured under a comprehensive motor vehicle policy.

3. Towing Expense Benefit

Description of Cover

If whilst on business **Travel**, an **Insured Person's** rental vehicle or personal vehicle is involved in an accident or is damaged and unable to be driven, or if the **Insured Person** is deemed unfit to drive as a result of an **Injury** or **Sickness** (not caused by alcohol or unprescribed drugs) which is confirmed by a **Doctor**, **We** will reimburse the **Insured Person** or **You** for the necessary and reasonable towing fees not covered under a roadside assistance agreement, comprehensive motor insurance or the Rental Vehicle agreement up to a maximum of \$250.

Definition

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 6 as explained below. These words will use capital letters and **bold** font;

Rental Vehicle means a passenger class hatchback, sedan, van, minivan, station wagon or four-wheel-drive and other Non-commercial vehicle rented or hired from a licensed motor vehicle rental for the sole purpose of carrying the **Insured Person** and their Travelling companions on public roadways. It shall not include any other type of vehicle (such as campervans or motorcycles) or vehicle use.

The maximum amount **We** will pay is limited by the specified Sum Insured in the **Policy Schedule**.

Exclusions – Section 6. In addition to the General Exclusions applying to all Sections

We will not pay:

1. For loss or damage arising from operation of the **Rental Vehicle** in violation of the terms of the rental agreement.
2. For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, or damage.
3. For loss or damage which occurs beyond the limits of any public roadway or on any roadway inaccessible to two-wheel-drive cars.
4. For loss or damage caused or contributed to by the operation of the **Rental Vehicle** or personal vehicle in breach of the provisions of the comprehensive motor vehicle policy of insurance.
5. For loss or damage arising from the illegal or criminal use of the **Rental Vehicle** or personal vehicle by the **Insured** or **Insured Person** including racing and/or time trials of any form.
6. For loss or damage arising from the use of the **Rental Vehicle** or personal vehicle by an **Insured Person** without holding a valid driver's license for the vehicle in the country the motor vehicle is being operated in.
7. For loss or damage arising from the use of the **Rental Vehicle** or personal vehicle when the vehicle is not covered by comprehensive motor vehicle policy of insurance.
8. For expenses which are legally and reasonably recoverable from any other policy or source to the extent permitted by law.
9. The **Insured Person** being in charge of a **Rental Vehicle** or personal vehicle whilst under the influence of alcohol or a drug not prescribed by a **Doctor** or with a percentage of alcohol in their breath, blood, or urine in excess of that permitted by law.

SECTION 7 – ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES

Description of Cover

We will reimburse You for reasonable and necessary Expenses incurred during a Policy Period to either:

(Alternative Employee)

- (a) send a substitute person to complete the original business commitments and objectives of an **Insured Person** who is unable to do so due to his or her unexpected death, **Injury** or **Sickness**, or who has to return early to his or her **Country of Residence** or place of departure following the unexpected death of a **Close Relative** during the **Travel**; or

(Resumption of Assignment)

- (b) return the original **Insured Person** whom We have repatriated back to **Country of Residence** following an Event covered under Section 2, within 60 days of such repatriation, to complete his or her original business commitments and objectives.

This benefit will not cover any expenses in connection with:

1. **non-associated leisure travel**; and/or
2. the leisure component of associated leisure travel.

The maximum amount We will pay is limited to the Sum Insured in the **Policy Schedule**.

Definitions – Section 7

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 7 as explained below. These words will use capital letters and **bold** font;

Expenses mean:

- (a) an economy return air flight for Interstate and Intrastate air trips within Australia;
- (b) a business class return air flight for International air trips (or economy class if the original **Insured Person** travelled economy class at the insured's instruction); and
- (c) other essential expenses reasonably and necessarily incurred in transportation of the substitute person or returning the **Insured Person**.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for any Expenses:

1. Incurred when the **Insured Person** is **Travelling** against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to **Travel** or when he or she is unfit to do so.
2. Necessarily incurred as part of the original **Travel** budget.

SECTION 8 – MISSED TRANSPORT CONNECTION

Description of Cover

Cover under this Section only applies where the **Insured Person** is officially scheduled to attend a business meeting or conference during **Travel** which cannot be delayed because of his or her late arrival.

We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries which **You** or the **Insured Person** may be entitled to receive from a carrier, to enable the **Insured Person** to use alternative scheduled public transport services to arrive at his or her destination as near as reasonable possible to the original scheduled time of the business meeting or conference, if due to any unforeseen circumstances outside **Your** or the **Insured Person's** control, he or she misses a scheduled transport connection and is unable to arrive at his or her destination at the original scheduled time.

The maximum amount **We** will pay is limited by the specified Sum Insured in the **Policy Schedule**.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for:

1. Any missed transport connection arising from a personal, employment or business commitment, or a financial or contractual obligation of **You** or the **Insured Person** or of any other person on whom the **Travel** depends other than the scheduled business meeting or scheduled conference of the **Insured Person**.
2. Any claim arising from **Financial Default** of any transport or accommodation provider.
3. Any claim arising from the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country

SECTION 9 – PERSONAL LIABILITY

Description of Cover

We will pay all compensation and legal expenses, up to the specified Sum Insured in the **Policy Schedule** for which **You** or the **Insured Person** become legally liable as a result of the **Insured Person's** negligence during the **Travel** causing:

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

Conditions

It is a condition of payment under this Section that neither **You** nor the **Insured Person** admit fault or liability to any other person without **Our** prior written consent.

Exclusions – In addition to the General Exclusions applying to all Sections

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

1. Bodily injury to the **Insured Person** or to any member of his or her family ordinarily residing with him or her.
2. Bodily injury to any of **Your** or the **Insured Person's** employees arising out of or in the course of employment.
3. Loss of or damage to property owned by or in the control of the **Insured Person** or any member of his or her family ordinarily residing with him or her.
4. Loss of or damage to property or bodily injury, arising out of **Your** or the **Insured Person's** ownership, use or possession of any mechanically propelled vehicles (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft.
5. Loss of or damage to property or bodily injury, arising out of **Your** or the **Insured Person's** business or trade, or out of professional advice given by **You** or by the **Insured Person**.
6. Any contract unless such liability would have arisen in the absence of that contract.
7. Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia or the country in which the Event occurred giving rise to **Your** or the **Insured Person's** liability.
8. Any fine or penalty or aggravated, punitive, exemplary, liquidated damages and any other damages resulting from the multiplication of compensatory damages.

SECTION 10 – EXTRA TERRITORIAL WORKERS COMPENSATION

Description of Cover

This Section applies only:

1. With respect to the **Insured Person(s)** who are employed by **You** and persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by **You**, who are employed or engaged within Australia in a managerial, clerical, administrative or sales capacity and whose employment or engagement is to be performed substantially within Australia;
2. If **You** maintain in force during the currency of this **Policy** within Australia, Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by **You** or **You** are licensed under such laws as a self-insurer; and
3. While an **Insured Person** is working on a temporary basis (but not exceeding in any event one hundred and eighty (180) days, unless otherwise agreed in writing by **Us**), outside the State or Territory in which the **Insured Person's** usual place of employment or employment base is located.

We will indemnify **You** against:

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

Limit of Liability

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

1. In the case of a claim for compensation benefits, to the difference between the amount specified in the **Policy Schedule** and the amount which the **Insured Person(s)** or their dependants are entitled to claim under any Workers' Compensation Insurance which **You** were required to effect as described above, but not to exceed the Sum Insured specified in the Schedule of Compensation for all claims for compensation with respect to any one **Insured Person** and with respect to all **Insured Person(s)** during the **Policy Period**.
2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by **You** and the amount of indemnity to which **You** would have been entitled under any Workers' Compensation Legislation which **You** were required to effect as described above, but not to exceed the Sum Insured specified in the Schedule of Compensation for this Section for all damages payable with respect to the death, personal **Injury** or occupational disease of any one **Insured Person** or with respect to the death, personal **Injury** or occupational disease of all **Insured Person(s)** occurring during the **Policy Period**.
3. The Limit of Liability is the Compensation shown in the Schedule of Compensation for the following:
 - (a) the Limit per week for weekly compensation for each **Insured Person**;
 - (b) the Limit in respect of all compensation, damages, costs, and expenses arising out of any one accident whether involving one or more **Insured Person(s)**;
 - (c) the Aggregate Limit of Liability for all compensation, damages, costs and expenses for all occurrences, Events and accidents occurring during any one **Policy Period**, whether involving one or more **Insured Person(s)**.
4. Any benefits otherwise payable under Sections 1 and 5 of this **Policy** with respect to any **Insured Person** shall be reduced by the amount of any Compensation payable under this Section with respect to that **Insured Person**.

Conditions

1. In the event of any occurrence giving rise to indemnity under this Section, **We** shall be entitled to exercise any right of recovery against any third party in **Your** name and for **Our** own benefit and **You** shall give **Us** all such assistance as **We** may reasonably require.
2. **You** shall, if reasonably required by **Us**, make available to **Us** such information and documentation with respect to the claim brought by the **Insured Person** including medical reports, report of **Injury** forms, claims forms and any other documentation which comes into **Your** possession, and **You** shall, if reasonably required by **Us**, authorise **Us** to have access to the files and information held by any Workers' Compensation Insurer with whom **You** have effected insurance.

Exclusions – In addition to the General Exclusions applying to all Sections

1. There is no indemnity under this Section with respect to any claim for exemplary, punitive, or aggravated damages.

SECTION 11 – CORPORATE TRAVELLER’S FAMILY CARE

SECTION 11A – SPOUSE ACCIDENTAL DEATH BENEFIT

Description of Cover

We will pay to the **Insured Person**, the maximum amount shown in the Schedule of Compensation should the **Insured Person’s Spouse** die as a result of a **Bodily Injury** whilst the **Insured Person** is **Travelling**.

Definition – Section 11A

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 11A as explained below. These words will use capital letters and **bold** font;

For the purpose of this Benefit only, **Bodily injury** means physical and **bodily injury** which happens to the **Insured Person’s Spouse** in Australia, when the **Insured Person** is **Travelling**, as a result of external violence and which results solely and directly and independently of any other cause including any pre-existing physical or congenital condition in the death of the **Insured Person’s Spouse**.

This Benefit is not payable if the **Spouse** is accompanying the **Insured Person** during the **Travel** at the time the death by **Injury** occurs.

SECTION 11B – EDUCATION FUND SUPPLEMENT BENEFIT

Description of Cover

We will pay \$15,000 for each **Dependant Child** should the **Insured Person** die when **Travelling** as the result of an **Injury**.

In the event that an **Insured Person** and their accompanying **Spouse** both die when **Travelling** as the result of a **Bodily injury** sustained in the same Event then the sum insured increases to \$20,000 for each **Dependant Child**.

If the accompanying **Spouse** is an **Insured Person**, the benefit is paid per **Insured Person**.

Definition – Section 11B

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 11B as explained below. These words will use capital letters and **bold** font;

For the purpose of this Benefit only, **Bodily injury** means physical and **Bodily injury** which happens to the **Insured Person** when they are **Travelling** as a result of external violence and which results solely and directly and independently of any other cause including any pre-existing physical or congenital condition, in the death of the **Insured Person**.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection, or contagion, even if contracted through a **Bodily Injury**, except that this Exclusion shall not apply to medically acquired infections or blood poisoning.

SECTION 11C – SPOUSE RETRAINING BENEFIT

Description of Cover

We will pay up to \$15,000 for actual costs incurred for an **Insured Person's Spouse's Training** if an **Insured Person** dies or suffers Events 1-8 under Section 1A when **Travelling** as the result of an **Injury**.

Definitions – Section 11C

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 11C as explained below. These words will use capital letters and **bold** font;

For the purpose of this Benefit only, **Injury** means physical and bodily **Injury** which happens to the **Insured Person** when they are **Travelling** as a result of external violence, and which results solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except **Sickness** directly resulting from medical or surgical treatment rendered necessary by such **Injury**) in the death of the **Insured Person**.

Training means course fees and associated costs for the purpose of obtaining or refreshing skills to gain employment and/or improve employment prospects.

This Benefit is only payable for **Training** costs incurred within 24 months following an **Injury** leading to an **Insured Person's** claim under Events 1-8 under Section 1A.

SECTION 11D – CHILDCARE EXPENSE BENEFIT

Description of Cover

If an **Insured Person** sustains an **Injury** whilst on business **Travel**, which results in a valid claim under Section 1A – Lump Sum Benefits - Events 2-10 rendering them unable to care for their **Dependant Children** as certified by the attending **Doctor**, We will reimburse the **Insured Person** the actual expenses up to a maximum of \$500 per week, regardless of the number of **Dependant Children**, necessarily incurred for the services of a registered childcare provider for their **Dependant Child(ren)**.

Conditions

1. The maximum period this benefit can be claimed for will be 13 weeks and must be incurred within 24 months from the date of the **Injury**.
2. This benefit will only be reimbursed in respect of additional costs that would not otherwise have been incurred.
3. Any childcare expense subsidy available from the relevant Government agencies will be deducted from any benefit payable under this section.

SECTION 11E – ELDER SURVIVOR BENEFIT

Description of Cover

If an **Insured Person** sustains an **Injury** whilst **Travelling** for business, which results in a valid claim under Section 1A – Lump Sum Benefits – Event 1 – Death, We will pay an additional benefit of \$25,000 for each surviving **Elder Dependant** of the **Insured Person**. The benefit will be payable for up to a maximum of 4 surviving **Elder Dependents**.

Definitions – Section 11E

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 11E as explained below. These words will use capital letters and **bold** font;

For the purpose of this Benefit only, **Elder Dependent** means a parent or grandparent who is financially dependent on and under the care of the **Insured Person**.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection, or contagion, even if contracted through an **Injury**, except that this Exclusion shall not apply to medically acquired infections or blood poisoning.

SECTION 12 – IDENTITY GUARD

SECTION 12A – LEGAL EXPENSES

Description of Cover

We will reimburse an **Insured Person** up to \$5,000 for legal and court costs incurred in:

1. Defending any **Suit** brought against an **Insured Person** by a creditor or collection agency or someone acting on their behalf as a result of the **Identity Guard**;
2. Removing any civil or criminal judgment wrongfully entered against an **Insured Person** as a result of the **Identity Guard**;
3. Challenging the accuracy or completeness of any information in an **Insured Person's** consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of **Identity Guard**.

SECTION 12B – LOST WAGES

Description of Cover

We will reimburse an **Insured Person** for their loss of **Income** attributed to the time taken from work solely as a result of an **Insured Person's** efforts to correct their financial records that have been altered due to **Identity Guard**.

Payment of lost wages includes compensation for whole or partial unpaid workdays. An **Insured Person** must take these unpaid days within 12 months of making an **Identity Guard** claim and the maximum compensation for lost wages is \$1,000.

SECTION 12C – OBLIGATION TO PAY

Description of Cover

If any **credit accounts** and or bank accounts were opened in an **Insured Person's** name without their authorization, **We** will pay an **Insured Person** up to \$5,000 for their actual loss from the unauthorized account. **We** will pay up to \$5,000 for an **Insured Person's** legal obligation to pay a creditor when the account was created as part of their **Identity Guard**.

SECTION 12D – MISCELLANEOUS EXPENSES

Description of Cover

We will reimburse up to \$5,000 for the following expenses:

1. The cost of re-filing applications for **Credit Accounts** or banking accounts that are rejected solely because the lender received incorrect information as a result of **Identity Guard**;
2. The cost of obtaining legal copies of documents related to an **Insured Person's Identity Guard**, long distance telephone calls, and certified mail reasonably incurred as a result of an **Insured Person's** efforts to report an **Identity Guard** or to correct their financial and credit records that have been altered as a result of their **Identity Guard**;
3. The cost of contesting the accuracy or completeness of any information contained in an **Insured Person's** credit history as a result of their **Identity Guard**;

4. The reasonable cost of a maximum of 4 (four) credit reports. The credit reports shall be requested when a claim is made. It is important that **You** tell **Us** if **You** expect to incur expenses in relation to credit reports before doing so, so that **We** can inform **You** whether **We** agree that they are reasonable.

Definitions – Section 12

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 12 as explained below. These words will use capital letters and **bold** font;

Suit means a civil proceeding seeking monetary damages as a result of **Identity Guard**, or a criminal proceeding in which **You** or the **Insured Person** is charged with illegal acts committed by someone else while engaged in the theft of an **Insured Person's** identity.

Identity Guard means the unauthorized and/or illegal use of an **Insured Person's** personal information such as their name or motor driving license to open **Credit Accounts** and/or bank accounts that they did not authorize.

Credit Accounts means any credit arrangements from a financial institution for personal use, such as credit card account or a car/home/ personal loan account.

Income means

1. as regards to a salaried **Insured Person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
2. as regards to a T.E.C. (i.e., total employee cost) or salary package **Insured Person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or Travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing, or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
3. as regards to a self-employed **Insured Person**, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;
4. all derived during the 12 calendar months period immediately preceding the **Identity Guard** giving rise to the claim under this **Policy**.

Conditions

1. The fraudulent account must have been opened in an **Insured Person's** name without their authorization.
2. Any false charge or withdrawal from the unauthorized opened account must be verified by an **Insured Person's** financial institution.
3. Coverage for false charges is limited to the amount an **Insured Person** is held liable for by the financial institution or the maximum sum insured whichever is the lesser.
4. **We** will be permitted to inspect an **Insured Person's** financial records, to the extent they are relevant to the claim.
5. **You** and the **Insured Person** will reasonably cooperate with **Us** and help **Us** to enforce any legal rights an **Insured Person** or **We** may have in relation to their **Identity Guard**; this may include an **Insured Person's** attendance at depositions, hearings, and trials, and giving evidence as reasonably necessary to resolve their **Identity Guard**.

Limits on Liability

Our maximum liability per person under Section 12 is \$5,000 for any one Event and cannot exceed an annual aggregate of \$10,000.

Our maximum liability under Section 12 in any one **Policy Period** is \$50,000 for all **Insured Persons**.

In the event of a Claim under this section **You** or the **Insured Person** must:

1. Call **Us** on 1800 956 556 to make a claim within 2 days of discovering the **Identity Guard** where reasonably practicable, or otherwise as soon as possible thereafter, to obtain proper forms and instructions;
2. File a police report within 48 hours of discovering the **Identity Guard** where reasonably practicable, or otherwise as soon as possible thereafter; It is particularly important that this is reported to the police at the earliest;

3. Notify the **Insured Person's** bank(s) or credit account issuer(s) of the **Identity Guard** within 24 hours of discovering the **Identity Guard** where reasonably practicable, or otherwise as soon as possible thereafter;
4. Complete and return any claims forms including an authorization for **Us** to obtain records and other information such as credit reports (if applicable) within 30 days of the original claim where reasonably practicable or otherwise as soon as possible thereafter);
5. Provide proof that it was necessary to take time away from an **Insured Person's** work if they make a claim for lost wages. **We** will ask an **Insured Person** to submit proof from their employer that they took unpaid days off;
6. Send **Us** copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;
7. Take all reasonable and prudent action to prevent additional damage to an **Insured Person's** identity.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for any claim which arises directly or indirectly from, or is caused by:

1. Monetary losses other than the out-of-pocket expenses related to the resolution of an **Insured Person's Identity Guard** outlined in this **Policy** other than under Section 12C – Obligation to Pay;
2. Any physical **injury, sickness**, disease, disability, shock, mental anguish, and mental **injury** including required care, loss of services or death;
3. Requesting credit reports before the discovery of an **Insured Person's Identity Guard**;
4. Taking time from self-employment or workdays that will be paid by an **Insured Person's** employer or other source in order to correct their financial records that have been altered due to **Identity Guard**;

SECTION 13 – KIDNAP AND RANSOM AND EXTORTION

Descriptions of Cover

We will indemnify You up to the specified sum insured in the **Policy Schedule** for Covered Losses should any of the following Insured Events happen to an **Insured Person** during the **Travel**:

Insured Events

Kidnapping or alleged **Kidnapping** of an **Insured Person**; or

Personal Extortion threats to an **Insured Person**

Covered Losses

We will indemnify You for the following Covered Losses:

1. Ransom Monies

Ransom Monies paid by You or an **Insured Person** resulting directly from a **Kidnapping** or **Extortion** occurring during the **Policy Period**.

2. In-Transit/Delivery

Loss due to destruction, disappearance, confiscation, or wrongful appropriation of **Ransom Monies** while being delivered to person(s) demanding the **Ransom Monies** by anyone who is authorised by You or an **Insured Person** to have custody of them, provided, however, that the **Kidnapping** or **Extortion** which gave rise to the delivery is covered by this Section.

3. Expenses

Any reasonable and necessary expenses incurred and paid by You or an **Insured Person** solely and directly as a result of an Insured Event covered under this Section, including but not limited to:

- (a) the amount paid by You or an **Insured Person** as reward to an **Informant** for information relevant to any Insured Event;
- (b) interest costs for a loan from a financial institution made to You or an **Insured Person** for the purpose of paying **Ransom Monies**;
- (c) costs of **Travel** and accommodations as follows:
 - (i) costs incurred by You or an **Insured Person** while attempting to negotiate an incident covered under an Insured Event;
 - (ii) **Travel** costs of a **Victim** to join their immediate family upon their release, and the **Travel** costs of an employee to replace the **Victim**;
- (d) **Salary**, which shall mean the following:
 - (i) the amount of remuneration previously paid by You at an annual rate including but not limited to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the **Insured Person** would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the **Kidnapping**) which You continue to pay to or on behalf of the **Insured Person** for the duration of the **Kidnapping**. Salary will be paid until the earliest of the following:
 - o up to 30 days after the release of the **Insured Person**, if the **Insured Person** has not yet returned to work; or
 - o discovery of the death of the **Insured Person**; or
 - o 120 days after We receive the last credible evidence that the **Insured Person** is still alive; or
 - o 60 months after the date of the **Kidnapping**; and
 - (ii) the amount of remuneration, paid by You at an annual rate, of an individual newly hired to conduct the specific duties of the **Insured Person** while he/she is absent due to a **Kidnapping** for so long as the **Insured Person(s)** own salary under (i) above is covered.

- (e) personal financial loss suffered by an **Insured Person** solely and directly as the result of their physical inability to attend to personal financial matters while a victim of a **Kidnapping** (or while involved with the handling or the negotiation of the same). Coverage will include but not be limited to loss which results from the **Insured Person(s)** failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to **You** where **You** have indemnified the **Insured Person** for these Losses;
- (f) rest and rehabilitation expenses, including Travel, lodging, meals, and recreation of the Victim and the Victim's **Spouse** and/or any **Dependant Children**, up to a maximum of \$5,000 in the aggregate per annum;
- (g) fees and expenses of a qualified interpreter assisting **You** or the **Insured Person** following an Insured Event;

4. Judgments & Settlements and Defence costs

Judgments & Settlements and Defence costs (with **Our** written consent, which shall not be unreasonably withheld) incurred as a result of any claim or suit brought by or on behalf of an **Insured Person** (or the heirs, estate, or legal representatives of an **Insured Person**) against **You** solely and directly as a result of a **Kidnapping** or **Extortion**, provided such suit or claim is made within 12 consecutive months of the release or death of the **Insured Person** or the last credible **Extortion** threat made during the **Policy Period**, but in no Insured Event longer than 60 months after the commencement of the **Kidnapping** or **Extortion**. As additional conditions precedent to **Our** liability, **You** will:

- (a) make every reasonable effort to immediately notify Claims under this cover and to cooperate with Batch in conducting the Defence of the claim or suit; and
- (b) not admit liability.

We shall have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defence, and **You** and the **Insured Person** must co-operate with **Us** in this regard.

5. Consultants

In the event of an incident, situation or occurrence which may give rise to an Insured Event, then as part of the **Policy** coverage and under a special arrangement with **Us**, **We** will:

- (a) make available on a priority basis, specialist consultants nominated by **Us** or, if requested by **You**, consultants of **Our** choice who
- (b) Provide **Our** prior written consent to use, to advise, inform and assist **You**; and

pay the reasonable and necessary fees and expenses of the said consultant/s.

As part of this special arrangement, **We** have dedicated a 24-hour crisis response contact telephone number which **You** may contact in the event of an incident, situation or occurrence which may give rise to an Insured Event, as follows:

International Access Code	Country Code	Area Code	Local Number
From Australia	+61	2	9312 5163

This number is a dedicated crisis response contact and should only be used for notification of an incident, situation or occurrence which may give rise to an Insured Event. Callers will speak directly to or receive an immediate call back from **Our** experienced consultants who are available to nominate specialist consultants or consider any request (to be confirmed in writing) by **You** concerning the use **Your** preferred consultants. Following notification of an incident, situation or occurrence which may give rise to an Insured Event, the consultants will be available to be with **You** as soon as Travel time permits.

Notwithstanding anything to the contrary or endorsed thereon, in the event of an incident, situation or occurrence which may give rise to an Insured Event, **You** shall provide immediate notification to:

The Claims Manager
 Batch Underwriting Pty Limited
 Telephone: 1800 956 556
 Email: claims@batchuw.com
 Address: Level 3, William Street, Darlinghurst Sydney, NSW, 2010

It is understood and agreed that:

- (a) the consultant will be appointed to perform crisis management services;
- (b) the consultants are retained to advise, inform, and assist **You** in the event of a crisis incident, situation or occurrence which may give rise to an Insured Event and to enable **You** to manage and respond to the said crisis;
- (c) the consultant's role is limited to providing immediate assistance and guidance to **You** to enable **You** to manage and minimise the effects of a crisis incident, situation or occurrence which may give rise to an Insured Event;
- (d) the consultants have no authority on behalf of **Us** to make any admissions which may prejudice **Our** rights or to deal with matters concerning **Policy** coverage or the application of any facts and circumstances of any crisis incident, situation or occurrence which has been notified and which may give rise to an Insured Event to the **Policy** terms, conditions, and exclusions;
- (e) the consultants shall give such information and assistance to **Us** as **We** may reasonably require enabling **Us** to investigate and determine **Our** liability to indemnify under the **Policy**;
- (f) the provision and/or the use of these services is not, is not intended to be and shall not be regarded as an admission of or an acceptance by **Us** of any liability to indemnify **You** under the **Policy** and is without prejudice to all of **Our** rights under the terms, conditions, and exclusions of the **Policy**;
- (g) notification to the dedicated crisis response contact number of an incident, situation or occurrence which may give rise to an Insured Event does not constitute a notification under the **Policy**. **You** must file a detailed, written and sworn statement of loss with **Us** as soon as possible after the loss;
- (h) upon notification by **Us** to **You** that liability to indemnify is not accepted, **We** will no longer have any liability under this Section and **We** will not pay any fees or expenses of the said consultant/s which are incurred after such notification is given.

Definitions – Section 13

In addition to the definitions listed on pages 14-16, the following words have special meaning in Section 13 as explained below. These words will use capital letters and **bold** font;

1. **Extortion** means **Personal Extortion** as herein defined.
2. **Employee** means any person in **Your** regular service whom **You** compensate by salary, wages and/or commissions and have the right to govern the performance of such service.
3. **Informant** means any person, other than an **Insured Person**, providing information not otherwise obtainable, solely in return for a reward offered by **You**.
4. **Insured person(s)** means the **Insured** (if a natural or legal person, sole proprietorship, or partnership) listed in the **Policy Schedule**, and any director, officer or **Employee** of the **Insured** who is listed in the **Policy Schedule**.
5. **Kidnapping** means any Event or connected series of Events of seizing, detaining, or carrying away by force or fraud, of one or more **Insured Person(s)** (except a minor by his or her parent) for the purpose of demanding **Ransom Monies**.
6. **Personal Extortion or Extortion** means any threat or connected series of threats communicated to **You** or to an **Insured Person** for the purpose of demanding **Ransom Monies**, to:
 - (a) kill, physically injure, or kidnap an **Insured Person**; and/or
 - (b) divulge any confidential, private, or secret information unique to the **You** in relation to **Your** business; Provided that **Ransom Monies** are not in the possession of the **Insured Person** at the time of the threat.
7. **Ransom Monies** means any monies which **You** or an **Insured Person** has paid (or lost in-transit/delivery) under circumstances described in the Description of Cover. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property, or services.
8. **Victim** means an **Insured person** who is the subject of an Insured Event.

Territory

Any loss relating to the **Kidnap** or **Extortion** of an **Insured Person** occurring in their **Country of Residence** or a Country where the **Insured Person** has been residing or staying for more than one hundred and eighty (180) consecutive days at the time the **Kidnap** or **Extortion** occurs, applies to incidents anywhere in the world except for:

- (a) the Insured Person(s) **Country of Residence** or a country;

Exclusions – In addition to the General Exclusions applying to all Sections

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. The fraudulent, dishonest, or criminal acts of **You**, any **Insured Person**, or any person authorised by **You** to have custody of **Ransom Monies**.
2. Monies or property surrendered away from **Your** premises in any face-to-face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an **Extortion** or demand for **Ransom Monies** previously communicated to **You** or an **Insured Person**.
3. Monies or property surrendered on **Your** premises unless brought onto the premises after receipt of an **Extortion** or demand for **Ransom Monies** for the purpose of paying that demand.
4. Actual loss of or damage to property of any description, including intellectual property, as a result of an Insured Event or the carrying out of a **Personal Extortion** threat. This Exclusion does not apply to in-transit/delivery loss of **Ransom** and/or **Extortion** monies as described under Covered Losses 2.
5. Any loss if the **Insured Person** is permanently residing or is staying for more than 180 consecutive days in the country where the Insured Event occurs.

Conditions – In addition to the General Conditions applying to all Sections

1. As a condition precedent to **Our** liability under the Insured Events, **We** must have approved the payment of the **Ransom Monies**.
2. Prior to the payment of **Ransom Monies**, **You** must make every reasonable effort to:
 - (a) determine that an Insured Event has actually occurred;
 - (b) give immediate oral and written notice to **Us** with periodic and timely updates concurrent with activity occurring during the incident; and
 - (c) if it appears to be in **Your** and the **Insured Person(s)** best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.
3. **Confidentiality**

You and the **Insured Person(s)** will use all reasonable efforts not to disclose the existence of this Section. This condition will also apply to any Excess or other insurance.
4. **Due Diligence**

You and the **Insured Person(s)** will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this Section.
5. **Statement of Loss**

You will file a detailed, sworn statement of loss with **Us** as soon as possible after the date of loss.
6. **Non-Employee Directors**

In the event that any one of the **Insured Person(s)** directors, who is not their employee, is an **Insured Person** under any other similar **Policy** or policies issued by **Us** (or by any other member or affiliated insurance company or certain Underwriters at Lloyds) and a loss involving that director is reported under this **Policy** and under one or more such other policies, then **Our** aggregate liability (including that of any of **Our** other member company(ies)) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies. Before the

inception of this **Policy**, **You** shall inform **Us** of all such policies, which will be noted in the **Policy Schedule** of Other Insurance Policies forming part of this **Policy**.

7. **Non-Assignment**

This Section may not be assigned or transferred.

8. **Inspection and Audit**

We may examine and audit **Your** business documents, relating to the subject matter of this insurance, until 3 years after this **Policy** has expired or has been cancelled. Any premium due for exposures which exist but were not reported will be determined by **Our** audit.

9. **Recoveries**

In the event of any payment under this Section, all recoveries, net of **Our** actual recovery cost, will be distributed firstly to **Us** for all amounts paid by **Us** under this Section and any remainder will be paid to **You**.

10. **Action Against Insurer**

No suit, action or proceeding for recovery of any loss under this Section will be sustainable in any court of law, equity, or other tribunal unless all the requirements of this Section are complied with, and it is commenced within 12 consecutive months after **You** have filed a Statement of Loss with **Us**.

11. **Changes**

Notice to any of **Our** representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of this Section or stop **Us** from asserting any right under the terms of this Section, nor will the terms of this Section be waived or changed unless agreed to in writing by **Us**.

12. **Notices**

Except as indicated to the contrary, all notices, applications, demands, and requests provided for in this Section will be in writing and will be given to or made upon either party at its address shown in the **Policy**.

13. **Non-accumulation of Liability**

Regardless of the number of years this **Policy** will continue in force, and of the number of premiums, which will be payable or paid or of any other circumstances whatsoever, **Our** liability under this **Policy** with respect to any loss(es) will not be cumulative from year to year or period to period. When there is more than one **Insured**, the aggregate Limit of Liability for **Our** loss(es) sustained by any or all of them will not exceed the amount for which **We** would be liable if all loss(es) were sustained by any one of them.

14. **Other Insurance**

Before the inception of this **Policy**, the **Insured** shall inform **Us** of all policies of insurance under which any insured may be entitled to claim, and which may provide primary coverage of a similar nature to that provided by this **Policy**. All such policies will be noted in the Schedule of Other Insurance Policies forming part of this **Policy**. The insurance provided under this **Policy** will be **Excess** over any other valid and collectable bond or insurance.

15. **Consolidation – Merger**

if, through either (1) consolidation or merger with (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of, some other entity, exposures are created which are covered by this **Policy** and were not originally part of the **Insured** based on the original description of the **Insured** at the time of **Policy** issue, the **Insured** will give **Us** written notice within thirty (30) days of such consolidation, merger or acquisition and upon acceptance by **Us** of the additional exposure, will pay **Us** an additional premium computed from the date of the consolidation, merger or acquisition to the end of the current premium period.

SECTION 14 – POLITICAL RISK, NATURAL DISASTER EVACUATION AND PERSONAL SAFETY EXPENSE BENEFIT

Description of Cover

If whilst an **Insured Person** is **Travelling** outside his or her **Country of Residence** and:

1. officials in the country the **Insured Person** is in recommend that certain categories of persons, which categories include the **Insured Person**, should leave that country; or
2. the **Insured Person** is expelled from or declared *persona non grata* in the country he or she is in; or
3. a major natural disaster has occurred in the country the **Insured Person** is in necessitating his or her immediate evacuation in order to avoid risk of personal **Injury** or **Sickness** to him or herself; or
4. because of a security threat insurrection, war, rebellion, civil unrest, or political instability; or
5. there is a wholesale seizure, confiscation, or expropriation of **Your** or the **Insured Person's** property, plant, or equipment; or
6. the **Insured Person** is in an emergency situation where their personal safety and security is at risk, and the **Insured Person** subsequently incurs expenses for:
 - (a) transportation to the nearest point of safety; and/or
 - (b) assistance reasonably required to remove them from a situation where their personal safety and security is at risk which is not otherwise excluded in this benefit, **We** will pay in accordance with the terms set out in this benefit.

We will pay:

- (a) the cost of a business class air fare to return the **Insured Person** to his or her **Country of Residence**; or
- (b) the cost of a business class air fare to return the **Insured Person** to the nearest place of safety; and
- (c) where the **Insured Person** is unable to return to their **Country of Residence**:
 - (i) the reasonable costs of accommodation actually incurred, up to a maximum of five hundred dollars (\$500) per day and;
 - (ii) the reasonable additional costs actually incurred, up to a maximum of one hundred and fifty dollars (\$150) per day, for each **Insured Person** for a maximum period of 21 days. This benefit is not payable in the **Insured Person's Country of Residence**.

Conditions:

1. If an **Insured Person** needs to leave the country he or she is in, **BATCH ASSIST** must be contacted beforehand so that **We** can inform **You** whether **We** agree that cover applies. Where possible **BATCH ASSIST** will make the Travel arrangements and, in all cases, **We** will determine a suitable location to send the **Insured Person**.
2. **We** may decline to provide assistance services if **BATCH ASSIST** on **Our** behalf reasonably determines that performing such assistance services would subject the **BATCH ASSIST** appointed personnel to undue risk of physical harm or threat to their personal safety.

The maximum amount **We** will pay is limited by the specified Sum Insured in the **Policy Schedule**.

Exclusions – In addition to the General Exclusions applying to all Sections

We will not pay for losses arising from or attributable to:

1. The **Insured Person** violating the laws or regulations of the country from which he or she is to be evacuated.
2. The **Insured Person** failing to produce or maintain immigration, work, residence, or similar visas, permits or other similar documentation.

3. Any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.
4. **You** or the **Insured Person's** failure to honour any contractual obligations or bond or to obey any conditions in a license.
5. The **Insured Person** being a national of the country from which he or she is to be evacuated.
6. The Event causing the serious risk to the personal safety and/or security of the **Insured Person** was in existence prior to the **Insured Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Insured Person** entered the country.
7. The **Insured Person** did not follow any advice issued by the government of the **Insured Person's Country of Residence**, declaring that travellers do not undertake any travel to the country or region. This exclusion applies where the **Insured Person** was or ought reasonably to have been aware of the government advice before commencing the journey, in circumstances where such information could reasonably have been obtained.
8. If the Insured remained in the country or region for a period of seven (7) days or more when advised to leave by the officials of the country the **Insured Person** is in unless the **Insured Person** is unable to leave due to circumstances beyond their control.

We will not pay:

1. In respect of the costs of accommodation for a period in Excess of twenty-one (21) days for any one Event.
2. Expenses necessarily incurred as part of the original **Travel** budget.

SECTION 15 – SEARCH AND RESCUE EXPENSES

Description of Cover

If an **Insured Person** is reported as missing and it becomes necessary for a recognised rescue provider or police authorities to launch a search and rescue operation where:

1. it is known or believed that the **Insured Person** may have sustained an **Injury** or **Sickness**; or
2. weather or safety conditions make it necessary to so launch a search in order to prevent the **Insured Person** from sustaining a **Serious Injury** or **Sickness**.

We will pay:

1. **You** up to \$20,000 per **Insured Person**, up to a maximum of \$100,000 per any one (1) **Policy Period**, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for and retrieving the **Insured Person**.

Conditions

1. **Insured Person** is required to comply, at all times, with local safety advice and adhere to recommendations in force during their **Travel**.
2. An **Insured Person** must not knowingly endanger their own life or that of any other **Insured Person**. An **Insured Person** must not engage in any activity that requires a level of experience or skill that is beyond the ability of the **Insured Person**.
3. **We** must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. **We** will only pay for the portion of expenses that relate to an **Insured Person**.
5. Cover for costs incurred ceases at the time where the **Insured Person** is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable. There is no cover under this Section for **You** or any other person to continue the search and rescue operation after the rescue authorities have decided to cease the search.
6. In the event of a claim, **We** will require a written statement from the applicable rescue authorities in order to assess the validity of the claim.