



Medical Travel Shield Australia

**Product Disclosure Statement and Policy Wording
(Fertility)**



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Product Disclosure Statement

About the Product Disclosure Statement (PDS)

This **Policy** document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act 2001 and contains information designed to help **You** decide whether to buy it.

It will help **You**:

- decide whether this insurance will meet **Your** needs; and
- compare it with other products **You** may be considering.

The **Policy** provides a number of covers which may or may not be provided to **You** as a retail client under the Corporations Act 2001 (Cth) depending on **Your** circumstances. Only the parts of the **Policy** document relevant to cover provided to **You** as a retail client and any other documents which **We** tell **You** are included, make up the PDS for the purposes of the Act.

It is up to **You** to choose the cover **You** need. **We** and **Our** representatives do not advise **You** on whether the **Policy** is specifically appropriate for **Your** objectives, financial situation or needs, **You** should carefully read this document before deciding.

Updating this PDS

We may update the information contained in this PDS when necessary. **We** will issue **You** with a new PDS or a Supplementary PDS, 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 **We** may issue **You** with a copy of any updated information in other forms or keep an internal record of such changes. **You** can get a paper copy of any changes free of charge by contacting **Us**.

About Us and Our agent

This insurance is underwritten by certain underwriters at Lloyd's ("Lloyd's"), of whose definitive numbers and the proportions underwritten by them, will be supplied on application. In consideration of the **Premium** specified in the **Schedule**, **We** agree to insure **You** in accordance with the terms and conditions contained herein or endorsed hereon (referred to as "**We**", "**Us**", and "**Our**").

This insurance is issued by ATC Insurance Solutions Pty Ltd ("**ATC**") (ABN 25 121 360 978, AFS Licence No. 305802) acting under a binder as an agent of certain underwriters at Lloyd's. **ATC** acts on behalf of and in the interests of certain underwriters at Lloyd's, and not **You**.

ATC will also handle all claims under this Policy, except for claims made under Section 1.1 Medical and Additional Expenses and Section 1.5 Personal Liability.



ATC's contact details are:

Address: Level 4, 451 Little Bourke Street, Melbourne, VIC 3000
Telephone: +61 (0) 3 9258 1777
Facsimile: +61 (0) 3 9867 5540
Website: www.atcis.com.au
Email: MTSAus@atcis.com.au

In the event of a claim being made under Section 1.1. Medical and Additional Expenses, You should contact the **Assistance Company**:

Telephone: +61 (0) 2 5133 7070
Email: InternationalHealthcare@healix.com

In the event of a claim being made under Section 1.5. Personal Liability, You should contact Trowers & Hamblins LLP:

Telephone: +44 (0) 1392 671439
Email: axislegalclaims@trowers.com

About the Policy

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between **Us** and **You** (see the definition of "**You**" for details of who is covered by this term). The contract is based upon the information **You** gave **Us** when **You** applied for the insurance, and any subsequent information which **You** have supplied.

You must pay the **Premium**, including government taxes and charges, for the relevant **Period of Insurance** and comply with all the **Policy** terms and conditions.

If **We** issue **You** a **Policy**, it will consist of:

- this document which sets out information on the insurance and the standard terms and conditions (including any limits and exclusions) that apply;
- **Your** relevant **Schedule** that **We** give **You**. The **Schedule** sets out the covers relevant to **You** and should be read together with this document. It may include additional terms and conditions (including any limits and exclusions) that amend the standard terms of this document; and
- any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an endorsement or Supplementary PDS).

These are all important documents and should be carefully read together to ensure the cover provided is accurate. When **You** enter into the **Policy** **You** confirm and warrant that **You** have read or will read the policy documents when provided to **You**.

They form **Your** legal contract with **Us**. Please keep them in a safe place for future reference.



Applying for Your Policy

Please complete the online application and provide any additional information requested by **Us**. **You** can then submit **Your** application for **Our** consideration.

About Your Premium

You will be told the **Premium** payable for the **Policy** when **You** apply for cover. **We** calculate **Your Premium** by taking into account many factors, including **Your** destination(s), length of the **Trip**, the type of **Treatment You** are undergoing, the number of persons to be covered under the **Policy** and their ages and the amount of any **Excess**.

The **Premium** also includes amounts that take into account **Our** obligations in relation to any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST) in relation to the **Policy**. These amounts will be set out separately in the **Schedule** as part of the total amount payable.

When **You** apply for this insurance **We** will advise **You** of the total **Premium** amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the **Schedule**, which will be sent to **You** after the entry into the **Policy**. If **You** fail to pay **We** may be entitled to reduce or refuse any claim payment and/or cancel the **Policy**.

Paying Your Premium

You must pay the **Premium** to ensure cover is in effect. If **We** do not receive the **Premium** or **Your** payment is dishonoured, **We** may be entitled to reduce or refuse to pay a claim and/or cancel the **Policy**.

Electronic delivery of Policy documents

We will send the **Policy** documents and any notices to **You** by email unless **You** tell **Us** otherwise. If however **You** wish to receive the **Policy** documents in hard copy, please tell **Us**

Your Duty of Disclosure

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.

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:

- Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;
- Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- 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**;
- Do not assume that **We** will contact anyone else for the information **We** are asking **You** for;
- 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 a 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** 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:

- Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- 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 premiums 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:

- Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and
- 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.

Cooling off rights

You have 14 days after the **Policy** has been issued to **You** to decide if the **Policy** meets **Your** needs. **You** may exercise **Your** cooling off right by advising **Us** directly that **You** wish to cancel **Your** **Policy**.

If **You** do this, **We** will refund any **Premium** **You** have paid during the cooling off period provided that **You** have not exercised any of **Your** rights or powers under the **Policy** (for example, if **You** commenced travel or made a claim). If **We** are unable to recover any government charges or taxes paid or payable by **Us**, this will be deducted from the refund amount.



The 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. For further information on the Code please visit www.codeofpractice.com.au.

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.

Dispute resolution

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 **Us** in the first instance:

ATC’s Internal Dispute Resolution Officer
ATC Insurance Solutions
info@atcis.com.au
(03) 9258 1777
Level 4, 451 Little Bourke Street Melbourne VIC 3000

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 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 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 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**.

Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by **Us** are met within a stable, efficient and competitive financial system.

Because of this **We** are exempted from the requirements to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

Privacy

In this Privacy statement "we", "us" and "our" means ATC acting under a binder as the Insurers agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the *Privacy Act 1988* (Cth), which set out standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

Our Privacy Policy is available at www.atcis.com.au or you can contact us as follows:-

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne VIC 3000
Telephone: 03 9258 1777

For more information about how Your insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com/> or in other formats on request.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.



We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. Who they are may change from time to time. You can contact us for details. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and federal or state regulatory authorities, including Medicare Australia and Centrelink, will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds or through websites from data you input directly or through cookies and other web analytic tools). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us; and
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it.

If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact ATC.

Further information and confirmation of transactions

If **You** require any further information about this insurance or wish to confirm a transaction, please contact **Us**.



Policy Wording

Insuring Clause

Where **We** agree to enter into a **Policy** with **You**, the **Policy** covers specified **Covered Person(s)** travelling on a **Trip** during the **Period of Insurance** in order for **You** to receive the **Treatment** listed in the **Schedule**.

Please note that **We** will NOT pay for any medical expenses or legal costs incurred in relation to **Your Treatment** except if **You** have a life-threatening complication that occurs during the planned **Treatment**.

The **Policy** explains in full the terms, conditions and exclusions and the claims procedure. Please take the time to read through this document carefully and make sure that the cover provided is suitable for **Your** needs.

If a **Covered Person** needs to claim the contact details for the claim handler or **Assistance Company** are provided below in the section “How to Make a Claim”.

How to Make a Claim

A **Covered Person** or their legal representative should notify the claim within thirty days of the incident which causes the claim or as soon after the incident as is reasonably possible.

To make a claim for under Section 1.1 Medical and Additional Expenses, or if a **Covered Person** has suffered an **Accident** or illness, please contact the **Assistance Company** using the details below as soon as reasonably practicable:

Telephone: +61 (0) 2 5133 7070
Email: InternationalHealthcare@healix.com

To make a claim under Section 1.5. Personal Liability, You should contact Trowers & Hamlins LLP using the details below as soon as reasonably possible:

Telephone: +44 (0) 1392 671439
Email: axislegalclaims@trowers.com

For all other claims please contact:

Writing: ATC Insurance Solutions, Level 4, 451 Little Bourke Street, Melbourne VIC 3000
Telephone: +61 (0) 3 9258 1770
Facsimile: +61 (0) 3 9867 5540
Email: MTSAusclaims@atcis.com.au

Please provide the following information when making a claim:

- the **Policy** number (if known);
- the **Covered Person's** name;



- the telephone, fax number or email that a **Covered Person** or legal representative can be contacted on;
- the **Covered Person's** address abroad; and
- details of the medical problem, the hospital and treating **Qualified Medical Practitioner's** details.

Things to keep in mind when claiming:

1. In the event of an **Accident** or illness, the **Covered Person** or legal representative must contact the **Assistance Company** as soon as possible.
2. A **Covered Person** or legal representative must supply and pay for all information and evidence requested to support the initial claim and throughout the claim and this must be in a form as required by **Us** or **Our** claim handler. However, if **We** require more than just medical certificates from a **Covered Person's Qualified Medical Practitioner**, **We** will pay the cost of any additional medical examinations.
3. A **Covered Person** or legal representative must agree to any medical examinations **We** or the claim handler arrange and pay for.
4. If a **Covered Person** or legal representative fails to follow instructions or advice given by the claim handler it may mean that the claim will be delayed or even remain unpaid.
5. A **Covered Person** or legal representative must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every effort to recover any property covered by the **Policy** which has been lost or stolen.
6. **We** will pay all claim benefits to **You** unless **You** and **We** have agreed to pay **Your** legal representative. However payment of any **Accidental** death benefit will be payable to the executor(s) or personal representative(s) of the deceased **Covered Person's** estate.

How to Cancel the Policy

In addition to the cooling off rights, **You** can cancel this insurance at any time by contacting **Us**.

The cancellation will take effect from the date **We** receive such notice in writing or the date on which **You** request the cancellation takes effect from, whichever is the later.

We may cancel the **Policy** in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984 (Cth). **We** will advise **You** in writing if the **Policy** is cancelled by **Us**.

We will refund the **Premium** for the unused **Period of Insurance**, less any government charges **We** are unable to recover, if **You** or **We** cancel the **Policy** and a **Covered Person** has not made a claim under the **Policy**. If a claim has been made, or a **Covered Person** is entitled to make a claim under the **Policy**, no refund will be given.

General Definitions

Some words and phrases in the **Policy** will always have the same meaning wherever they are shown in bold and capitalised.

Headings are provided for reference only and do not form part of the **Policy** for interpretation purposes.



Where the following terms are used in the **Policy** they have the following meaning:

Accident	means a sudden, unforeseen, unintended, external and fortuitous identifiable event and the word ' Accidental ' shall be construed accordingly.
Air Fare	means the price of an economy flight to return to Australia, and the cost of 1 check-in bag.
Assistance Company	means Healix Emergency Medical Assistance. Healix Emergency Medical Assistance have been appointed by certain underwriters at Lloyd's to handle all claims occurring under Section 1.1 Medical and Additional Expenses.
ATC	means ATC Insurance Solutions Pty Ltd (ABN 25 121 360 978, AFS Licence No. 305802) trading as Medical Travel Shield Australia. ATC acts on behalf of and in the interests of certain underwriters at Lloyd's, and not You .
Australia	means the area enclosed by the territorial waters of the Commonwealth of Australia (including its external territories). Australian has a corresponding meaning.
Australian Resident	means a person who is naturalised in, a citizen of, or a permanent resident of, Australia (e.g. in relation to which they hold a multiple entry visa or permit which gives the person resident rights in Australia) and who has been resident in Australia for at least 6 months out of the past 12 months at the time the Policy is issued.
Bodily Injury	means injury which is caused solely by Accidental means and which, solely and independently of any other cause, results directly in the Covered Person's Accidental death or disablement within 12 (twelve) calendar months from the date of the Accident .
Child(ren)	means any person who is between the age of 12 months and 18 years of age who lives with You .
Companion	means Your spouse, civil partner or co-habiting partner, mother, father, sibling or Child(ren) and who is an Australian Resident .
Covered Person(s)	means You or Your Companion(s) and who are Australian Residents . Your Companions are not a contracting insured and are a third party beneficiary as defined in the Insurance Contracts Act 1984 (Cth) and have a right to recover the amount of their loss from Us in accordance with the Policy solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth).
COVID 19	means: <ul style="list-style-type: none"> a) Coronavirus disease (COVID-19); b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); c) Any mutation or variation of SARS-CoV-2.
Excess	means amount You , or the person making the claim, must first pay towards the claim unless We state that an Excess does not apply. The amount of the Excess will be shown on the Schedule .
Excluded Territory	means Afghanistan, Burkina Faso, Central African Republic, Caribbean Islands, Chad, Chechnya, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Iran, Iraq, Israel (Gaza only), Libya, Mali, Mauritania, Mexico, Nigeria, North Korea, Somalia, Sudan, South Sudan, Syria and Yemen.
Flood	means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:



	<ul style="list-style-type: none"> • a lake (whether or not it has been altered or modified); • a river (whether or not it has been altered or modified); • a creek (whether or not it has been altered or modified); • another natural watercourse (whether or not it has been altered or modified); • a reservoir; • a canal; or • a dam.
Hazardous Pursuits	means any of the activities listed in the Policy as being hazardous. Please see the General Exclusion 23, Hazardous Pursuits and Sporting Activities.
Hijack(ed)	means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or its crew, in which a Covered Person is travelling as a passenger.
Insurer(s)	means certain underwriters at Lloyd's.
Infectious or Contagious Disease	means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
Loss of Eye(s)	means a Covered Person has a degree of sight with 'corrected' acuity (clarity) of no better than 6/60 on the Snellen Scale and/or a vision field of no more than 10 degrees and is without hope of improvement.
Loss of Limb(s)	means the permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.
Money	means coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, debit/credit cards, petrol and other coupons, or driver's licence.
Normal Recovery Period	means the expected period of time it will take to recover from the Treatment . This must be specified by a Qualified Medical Practitioner prior to commencing the Trip .
Period of Insurance	<p>means the period shown on the Schedule unless the Policy otherwise ends earlier in accordance with its term or the law.</p> <p>Cancellation cover starts on the commencement date shown on the Schedule.</p> <p>Unless otherwise specified all other cover starts when a Covered Person leaves their home or usual place of employment (whichever occurs last) in Australia to go on the Trip and ends when a Covered Person returns home or to usual place of employment in Australia (whichever occurs first) as long as that it is within the Period of Insurance.</p> <p>Cover under Section 1.8 in respect of Money applies from the time of collection from a Covered Person's bank or travel agent or from the date three (3) days before a Trip, whichever is the later and up to three (3) days after completion of a Trip, or time of conversion or encashment, whichever is the earlier as long as that it is within the Period of Insurance.</p> <p>Cover under all sections will normally stop on the earlier of the following:</p> <ul style="list-style-type: none"> • a Covered Person's return home or to usual place of employment in Australia (whichever occurs first);



	<ul style="list-style-type: none"> • their 66th birthday unless specifically agreed by Us; • a Covered Person ceasing to be an Australian Resident; or • a Covered Person's death.
Permanent Total Disablement	means a Covered Person's complete and physical inability which has lasted for twelve (12) consecutive calendar months and, in the opinion of a Qualified Medical Practitioner , entirely prevents the Covered Person from engaging in any occupation for which they are suited by education, training or experience for the remainder of their life.
Policy	means Our contract with You and includes this document, the current Schedule and any endorsement or other document We may tell You forms part of the terms and conditions of the Policy .
Pre-existing Medical Condition	<p>means any condition, injury, illness, disease or related condition and/or associated symptoms for which a Covered Person was aware of, and a reasonable person in the circumstances could be expected to have been aware of, and for which:</p> <ol style="list-style-type: none"> a Covered Person was undergoing or awaiting any diagnostic tests, test results, or medical investigations when You applied for the Policy; or a diagnosis had not been made when You applied for the Policy, or a Covered Person had been prescribed medication, undergone surgery or any procedure, or received therapy or rehabilitation in the two year period before You applied for the Policy; or a Covered Person required to have regular check-ups by a doctor or nurse when You applied for cover under the Policy. <p>Please note that any diagnosis or tests, medical care or advice directly in relation to the condition for which You are seeking Treatment will NOT be considered as a Pre-Existing Medical Condition.</p>
Premium	means the amount payable by You for the Policy as stated in the Schedule . We will advise You of the amount of Premium payable and when it must be paid.
Property	means items (including Valuables) which are the property of the Covered Person , or for which the Covered Person is responsible, and which are acquired during or taken on a Trip .
Qualified Medical Practitioner	means a doctor or specialist, who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not You , or Your Companion .
Relative	means a mother, father, Child , sibling, spouse or partner.
Regulated Hospital/Clinic	means a hospital or clinic as noted by their government regulation committee in their country.
Schedule	means the document We give You which sets out the details of the insurance cover.
Treatment	<p>means either medical procedures, dental treatment or cosmetic surgery/procedures, as shown in the Schedule, carried out at a Regulated Hospital/Clinic or dental surgery outside of Australia.</p> <p>It does not include medical procedures which are medically essential procedures to correct a life-threatening condition or surgery that is required for survival, unless such medical procedures or surgery are necessary solely as result of unexpected</p>



	medical or surgical complications which occur while You are undergoing the Treatment .
Trip	means a journey which involves: <ul style="list-style-type: none"> • an overnight stay; and • travel outside Australia; and • a duration of not less than 24 hours and not more than 31 days; and • which both starts and finishes within the Period of Insurance.
Valuables	means jewellery, costume jewellery, watches, items made of or containing gold, silver, precious metal or precious stones, binoculars, hand held games consoles and equipment, mobile phones, photographic equipment, video cameras, e-readers, laptops and tablets, or any accessories which are designed to be used with these items.
We, Us, Our	means certain underwriters at Lloyd’s, acting through its agent ATC .
Worldwide	means anywhere in the world excluding any travel to or through an Excluded Territory .
You, Your	means the contracting insured who is stated on the Schedule and is undergoing Treatment and who is an Australian Resident and is over the age of 18 years.

General Conditions

Applicable to ALL parts of the **Policy**.

Covered Persons are required to comply with the terms and conditions of the **Policy**. Please remember that if a **Covered Person** does not comply with any term or condition, **We** may (to the extent permitted by law) decline or reduce any claim payment and/or cancel the **Policy**.

If more than one person is insured under the **Policy**, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the **Policy**.

Other Insurance

When a claim is made under the **Policy** that may also be recoverable under another policy or policies, **Covered Persons** agree to provide **Us** with details of such policies that may pay or partially pay that claim, so that **We** may seek contribution.

Subrogation

If a **Covered Person** suffers loss or damage as a result of, is injured by, or if death is caused by, someone else’s negligence and **We** pay a claim under the **Policy**, **We** may wish to attempt to recover from that person or organisation some or all of the amounts **We** have paid. The **Covered Person** agrees that **We** can, therefore, take over the legal rights and remedies against anyone who is responsible for the event(s) which led to the claim, but only in relation to, and to the extent of, any payment made to a **Covered Person** under the **Policy**. If **We** choose to do this, **We** will be responsible for all costs incurred in pursuing a recovery of costs **We** have paid.

The **Covered Person** must fully co-operate with **Us** and give **Us** any assistance **We** need to help **Us** to recover some or all of the amounts **We** have paid under the **Policy**. This includes, but is not limited to (to the extent necessary),



transferring to **Us** the **Covered Person's** rights to take action but only in relation to, and up to, the amount paid by **Us** under the **Policy**.

Limitation

In no case shall **Our** liability exceed the largest applicable sum insured stated in the **Schedule**.

Geographical area

The **Policy** does not cover any **Treatment** or other medical expenses incurred in **Australia**.

Cover applies **Worldwide** excluding any travel to or through an **Excluded Territory** for the duration of the **Trip**.

Automatic extension

If a **Covered Person** is unable to return home before the expected return date of a **Trip** for reasons beyond their control, which are not related to **Your Treatment**, cover will be extended for up to twenty-one (21) days without charge.

If a **Covered Person** is unable to return before the expected return date of a **Trip** for reasons beyond their control which are related to **Your Treatment** and they have been advised by a **Qualified Medical Practitioner** that they need to stay longer than the **Normal Recovery Period**, cover will be extended for up to thirty (30) days without charge.

If the reason a **Covered Person** is unable to return before the expected return date is that they have been **Hijacked**, cover shall continue whilst a **Covered Person** is subject to the control of the person(s) or their associates making the **Hijack** during travel direct to their home and/or original destination, up to twelve months from the date of the **Hijack**.

Governing Law and Jurisdiction

The **Policy** is governed by the laws of **Australia**. Any dispute relating to the **Policy** shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the **Policy** was issued.

Cover for People with Pre-existing Medical Conditions

The **Policy** does NOT cover **Pre-existing Medical Conditions** other than an existing condition directly related to **Your Treatment** being sought and for which the **Trip** is booked.

See General Exclusion 6.

Several Liability

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

Changes to the Policy

To the extent permitted by law **We** reserve the right to make any change or alteration to the terms and conditions of the **Policy** in the event of any change in the law affecting the **Policy** or **Us**. **We** will give **You** 30 days' notice of any changes by writing to **You** at **Your** last known address. If **You** are not happy with the alteration, **You** have the right to cancel the **Policy** (see the section headed "How to Cancel the **Policy**").



Currency

All **Premiums** and benefits are payable in **Australian** dollars.

Payment of benefit

Any benefit payable in accordance with this insurance, except benefit payable in respect of death, will be paid to **You**.

Payment of any **Accidental** death benefit will be payable to the executor(s) or personal representative(s) of the deceased **Covered Person's** estate.

GST

If **We** agree to pay a claim under the **Policy**, **We** will base any claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant sum insured). If a **Covered Person** is entitled to claim an input tax credit in respect of a cost for which a claim is made, or would be entitled to an input tax credit if they were to incur the relevant cost (i.e. in replacing a lost or stolen item), the amount **We** would otherwise pay will be reduced by the amount of that input tax credit.

If **You** are entitled to claim an input tax credit in respect of the **Premium You** must inform **Us** of the amount of that input tax credit (as a percentage) at the time **You** first make a claim. If **You** fail to do so, **You** may have a liability for GST if **We** pay **You** an amount in respect of any of the covers provided.

Service of Suit

We agree that:

In the event of a dispute arising under this Insurance, **We** will at the request of the Insured submit to the jurisdiction of any competent Court or Tribunal in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

Any summons notice or process to be served upon **Us** may be served upon:

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

who has authority to accept service and to enter an appearance on **Our** behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on **Our** behalf.

If a suit is instituted against one of the underwriters, all underwriters hereon will abide by the final decision of such Court or any Appellate Court.

Fraudulent Claims

If **You** make a fraudulent claim under this insurance, **We**:

- are not liable to pay the claim; and
- may recover (from **You**) any sums paid by **Us** to **You** in respect of the claim; and



- may, by notice to **You**, treat the contract as having been terminated with effect from the time of the fraudulent act.

General Exclusions

Note: In addition to the General Exclusions there are exclusions which apply to each section in the **Policy**.

We will not be liable for claims directly or indirectly caused by, arising from, or in any way connected with:

1. any **Trip** which is booked or commenced by or for a **Covered Person**:
 - a) contrary to medical advice; or
 - b) after a terminal prognosis has been made; or
 - c) in order for them to undergo medical care and attention of any kind that does not constitute the **Treatment** (as defined in the **Policy**) being undertaken by a **You**;
2. any part of any **Trip** which is booked or commenced by a **Covered Person** in the knowledge that such a **Trip** will be longer than 31 days;
3. a **Covered Person** who has attained the age of 66 years during the **Period of Insurance** unless specifically agreed by **Us**. This will not prejudice any entitlement to claim benefits which have arisen or occurred on or before a **Covered Person** attained the age of 66 years;
4. **You** travelling and **Your** planned **Treatment** was not carried out at a **Regulated Hospital/Clinic** or dental surgery that is properly regulated in the country in which it is situated and/ or if the health professionals who carried out **Your Treatment** were not registered or qualified, in the speciality for which **You** are seeking treatment, in accordance with the regulations of the country in which they practice;
5. **Your** dissatisfaction with the results of the **Treatment**;
6. a **Pre-existing Medical Condition**;
7. a **Covered Person** participating in manual labour or in a **Hazardous Pursuit** or any other activity that could reasonably be considered as hazardous;
8. a **Covered Person** participating in motor competitions, sporting competitions of any kind, professional sport or professional entertaining;
9. a **Covered Person's** intentional self-inflicted injury, suicide or attempted suicide, provoked assault, fighting (except in self-defence) or from their own criminal act or whilst engaged or taking part in civil commotions or riots of any kind;
10. a **Covered Person** being under the influence of alcohol or drugs (including substance abuse) unless taken as prescribed by a registered medical practitioner and not for the treatment of drug addiction;
11. a **Covered Person's** deliberate exposure to exceptional danger, other than in an attempt to save human life;
12. flying, except as a passenger in an aircraft licensed to carry passengers;
13. a **Covered Person** travelling to or through any **Excluded Territory**;
14. the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligations to a **Covered Person**;
15. operational duties or active service as member of the armed forces;
16. pregnancy, childbirth or associated medical complications if delivery is expected during a **Trip** or within three months after a **Trip** has ended;
17. any **Treatment** or services to the extent these are covered under any Reciprocal Healthcare Agreement between the **Australian** Government and the government of any other country;



18. any medical expenses incurred in **Australia** or any loss which would result in **Us** contravening the law including the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
19. nuclear reaction, nuclear radiation or radioactive contamination;
20. any claim directly or indirectly caused by or arising from **War, Acts of Terrorism**, or a **Covered Person** engaging in **Active War**;

In this exclusion:

“War” means:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any **Acts of Terrorism**, or any activity arising out of or attempt to participate in the use of military force between nations.

“Acts of Terrorism” means:

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

“Active War” means

the active participation in a **War** by a **Covered Person** who is deemed to be under instruction from or employed by the armed forces of any country.

21. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), 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;
22. any claim or any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America;
23. an **Infectious or Contagious Disease**, or the fear of threat or an **Infectious or Contagious Disease** which:
 - is notifiable to the government or a local authority under any law, order, act or statute; and/or
 - is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization.

However, this exclusion does not apply to sections 1.1, 1.2, 1.3, 1.6, 1.7, 1.10 and 1.11 of **Your Policy**, if within 14 days of the start date or **Your Trip** or whilst on a **Trip**:

- **You** or a travelling **Companion** are diagnosed with **COVID 19**;
 - If a **Relative** is hospitalized with **Covid 19**;
 - **You**, a travelling **Companion** or a **Relative** die from **COVID 19**.
24. i) the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - ii) any computer virus;



iii) any computer related hoax relating to i and/or ii above.

However, this exclusion does not apply to the following sections of **Your** policy if a **Covered Person** suffers **Bodily Injury** or illness which is accidentally caused by, contributed to by or arises out of i, ii or iii above:

- Section 1.1 – Medical and Additional Expenses
- Section 1.2 – Cancellation and Curtailment
- Section 1.6 – Personal Accident

In respect of Section 1.2 – Cancellation and Curtailment, **We** will also provide this cover for any member of the group travelling with a **Covered Person**, any person with whom a **Covered Person** intends to reside with during the **Trip**, and a **Relative** if their **Bodily Injury** or illness necessitates a **Covered Person's** presence in **Australia**.

25. Hazardous Pursuits and Sporting Activities

The **Policy** DOES NOT cover a **Covered Person's** participation in any of the **Hazardous Pursuits** listed immediately below:

Abseiling	Paint-Balling
Aggressive Inline	Parachuting
BASE Jumping	Paragliding
BMX racing	Parascending
Bobsleigh	Parkour
Boxing	Polo
Bungee Jumping	Pony Trekking
Canoeing	Pot-holing
Cave Diving	Professional sports of any kind
Fencing	Quad Biking
Flying (other than as a fare paying passenger in fully licensed passenger carrying aircraft)	Racing of any kind
Gliding	Rallying
Hang-gliding	Rock Climbing
Heli-skiing	Rugby
High Diving	Trampolining
Horse riding	War gaming
Hunting of any kind	Water sports or water activities of any kind outside territorial waters, such as jet-skiing, sail-boating, surfing/wind-surfing
Ice Hockey	Water sports or water activities of any kind outside territorial waters, such as jet-skiing, sail-boating, surfing/wind-surfing Wake Boarding
Judo	
Karate	Water Skiing
Kite surfing	Waveski
Lacrosse	Weight Lifting
Luge/Tobogganing	Winter Sports
Motor cycling of any sort	White or black-water rafting
Mountain Biking	Xpogo
Mountaineering	



Cover under the Policy

Covers under Sections 1.1 to 1.10 apply to each **Covered Person**. Cover under section 1.11 only applies to **You**.

1.1 Medical and Additional Expenses

If within the **Period of Insurance** a **Covered Person** suffers **Bodily Injury** or illness during a **Trip**, **We** will pay up to \$2,000,000 for each **Covered Person** for the necessary expenses incurred as listed below.

Please note that **We** will NOT pay for any medical expenses incurred in relation to **Your Treatment** except if **You** have a life threatening complication as a result of **Your Treatment** and which is secondary to the pre-agreed **Treatment** plan prior to departure.

- Normal and necessary expenses incurred outside **Australia** for medical or surgical care or procedures including specialists' fees, emergency dental work, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative care, surgical and medical requisites and ambulance charges.
- Reasonable additional accommodation and repatriation expenses incurred by a **Covered Person** and any **Relative**, friend or business associate who on medical advice has to remain or travel with the injured or ill **Covered Person**.
- Reasonable travel and accommodation expenses of one person to travel from **Australia** if their presence with a **Covered Person** is necessary on medical grounds.
- Reasonable expenses incurred in transporting a **Covered Person's** remains or ashes to their former place of residence in **Australia** or country of domicile or reasonable funeral expenses incurred abroad.
- Expenses incurred with the prior consent and authorisation of the medical advisors at the **Assistance Company** for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate the seriously ill or injured **Covered Person** to **Australia**.

Specific Exclusions applicable to Section 1.1

We shall not be liable to pay for claims directly or indirectly caused by, arising from, or in any way connected with:-

- the amount of the **Excess**;
- any expenses incurred in the establishment that is performing the planned **Treatment**;
- any repatriation expenses incurred without the prior approval of the **Assistance Company**;
- the costs of continuing regular medication for any condition for which medical advice or care is being followed at the time of booking or commencing a **Trip**, nor for any travel, accommodation or other expenses incurred in connection therewith;
- any expenses incurred more than 12 months after the date the first expense was incurred, or any continuing expenses incurred after a **Covered Person** is fit to travel and has refused the option of repatriation to **Australia**;
- any sexually transmitted disease;
- repatriation on the grounds of the fear of contracting AIDS, ARC or HIV from medical care or procedures; or
- anything included within the General Exclusions.



1.2 Cancellation and Curtailment

We will pay up to \$10,000 for each **Covered Person** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including reasonable additional travel and accommodation expenses incurred for return to **Australia**) should the planned **Trip** be cancelled before commencement or curtailed before completion and during the **Period of Insurance**, directly as a result of:

- death, **Bodily Injury**, illness or compulsory quarantine of:-
 1. a **Covered Person**; or
 2. any member of the group travelling with a **Covered Person**; or
 3. any person with whom a **Covered Person** intended to reside during the **Trip**; or
 4. any **Relative** necessitating a **Covered Person's** presence in **Australia**;
- summoning to jury service or witness attendance in a court of **Australia** or unavoidable requirement of a **Covered Person's** presence, or any member of the travel party, to be in **Australia** for service in any military or civil emergency;
- major damage due to storm, **Flood** or fire, or burglary at the home of:-
 1. a **Covered Person**; or
 2. any member of the travel party; or
 3. any person with whom a **Covered Person** intends to reside during the **Trip**;
- adverse weather conditions making it impossible for a **Covered Person** to travel to the point of departure at commencement of the outward **Trip**.

Cover under this section is extended to include non-refundable deposits paid in respect of **Treatment** booked for **You** to be carried out outside of **Australia**. Any amount payable will be included in the overall maximum of \$10,000 payable under this Section 1.2. If a **Covered Person** is also insured under the Section 1.4 Travel Delay due to the same event, the benefits payable under this Section 1.2 Cancellation and Curtailment and Section 1.4 Travel Delay shall not be cumulative.

Specific Exclusions applicable to Section 1.2

We shall not be liable to pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- the amount of the **Excess**;
- any claims attributed to any condition or set of circumstances known to a **Covered Person** at the time of booking a **Trip**, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a **Trip**;
- any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a **Trip**;
- any sexually transmitted disease;
- deposits for medical care and attention which could be rearranged to take place on an alternative date without forfeit of the said deposit; or
- anything included within the General Exclusions.

1.3 Journey Continuation

We will pay up to \$500 for each **Covered Person** for reasonable additional travel and accommodation expenses incurred in meeting a reserved overseas travel connection or reaching reserved accommodation, if during the **Period of Insurance** and at commencement of, or during a **Trip** a **Covered Person** misses a reserved air, sea, coach or rail



journey as a result of any of the following contingencies directly affecting the means of transport in which a **Covered Person** is travelling or intending to travel:

- if travel is by non-scheduled transport, interruption caused by strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, **Hijack**, fire, avalanche, landslide, earthquake, **Flood**, or **Accident** to or mechanical breakdown of such non-scheduled transport, an official warning issued by the **Australian** government advising against travel to or through a country that forms a major part of the pre-booked itinerary, or travel restrictions by the government of the country in question against free passage of **Australian** passport holders; or
- if travel is by scheduled public transport, the events specified above and adverse weather conditions.

Specific Exclusions applicable to Section 1.3

We shall not be liable to pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- the amount of the **Excess**;
- any contingencies specified above if they had already started or been forecast before the **Trip** was booked; or
- anything included within the General Exclusions.

1.4 Travel Delay

If during the **Period of Insurance** and during a **Trip** the aircraft, sea vessel, coach, or train on which a **Covered Person** is booked to travel is delayed as a result of strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, **Hijack**, fire, avalanche, landslide, earthquake, **Flood**, adverse weather conditions, or **Accident** to or mechanical breakdown of such passenger transport, then **We** will pay for each **Covered Person**:-

- \$50 for each completed 12 hour period for which a **Covered Person** is delayed, for a maximum for 48 hours; or
- up to \$10,000 in the event of delay of at least 24 hours for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event of the cancellation of a **Trip**. If **You** are also insured under the Section 1.2 Cancellation and Curtailment due to the same event, the benefits payable under this Section 1.4 Travel Delay and Section 1.2 Cancellation and Curtailment shall not be cumulative.

Specific Exclusions applicable to Section 1.4

We shall not be liable to pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- the amount of the **Excess**;
- any condition or set of circumstances known to a **Covered Person** at the time of booking a **Trip**, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section 1.4;
- a **Covered Person's** failure to check in according to the itinerary supplied to them, and obtain written confirmation from the carriers, or their handling agents, of the number of hours delay and the reason for such delay; or
- anything included within the General Exclusions.



1.5 Personal Liability

If within the **Period of Insurance** and during a **Trip** a **Covered Person** becomes legally liable to pay claims for bodily injury to a third party or **Accidental** loss of or damage to a third party's property, **We** will indemnify up to \$1,000,000 for each **Covered Person** for any one event or series of events, including legal expenses up to a maximum of \$25,000 per **Covered Person**.

Specific Conditions applicable to Section 1.5

- a **Covered Person** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without **Our** prior written consent;
- **We** shall be entitled, if **We** so desire, to take over and conduct in a **Covered Person's** name, the defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. A **Covered Person** shall, wherever possible, give all such information and assistance as **We** may require;
- no endorsement or amendment to the **Policy** will override the exclusions applicable to this Section 1.5;
- **We** reserve the right to withdraw from legal proceedings once the legal expenses maximum of \$25,000 has been reached.
- a **Covered Person** or their legal personal representatives will give notice in writing to **Us** as soon as reasonably possible after any event, occurrence, or circumstance which may give rise to a claim under Section 1.5 and will provide full details of the event, occurrence or circumstance;
- every claim notice, letter, writ or process or other document served on a **Covered Person** shall be forwarded to **Us** immediately on receipt of the same;
- notice in writing shall be given to **Us** by a **Covered Person** of any impending prosecution, inquest or fatal **Accident** inquiry in connection with any such event; and
- **We** shall be entitled at any time and at **Our** own discretion to pay to a **Covered Person** the sum insured stated in the **Schedule** less any costs incurred by **Us** or any lesser sums for which any claim or claims under this Section 1.5 can be settled. In this event **We** shall not be under any further liability.

Specific Exclusions applicable to Section 1.5

We shall not be liable to pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- the amount of the **Excess**;
- bodily injury to any member of a **Covered Person's** family or employees, or any other person named in the **Schedule**;
- **Accidental** loss or damage to, property belonging to, or in the care, custody or control of, a **Covered Person** or any member of their family;
- the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals, caravan or vehicular trailer;
- the ownership, possession, occupation or use of land or buildings;
- a **Covered Person's** profession, occupation or business;
- legal expenses incurred without **Our** prior written approval;
- claims against **Us** or anyone acting on **Our** behalf, or a travel agent, tour operator, or carrier;
- claims against any medical practitioner or medical assistant;



- the continued pursuit of any claim where **We** consider a **Covered Person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party;
- legal actions between any persons covered under the **Policy**;
- legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country;
- any participant to participant injury whilst participating in or practicing for any sporting event or similar event;
- any fine or penalty;
- employer's liability;
- contractual liability;
- punitive and exemplary damages;
- liability attaching to a **Covered Person** by reason of an express term of, or assumed under, any contract unless such liability would have attached to a **Covered Person** in the absence of such agreement;
- liability whilst acting in the capacity as an officer or member of a club or association;
- any kind of **Pollution** and all loss, damage or injury directly or indirectly caused by such Pollution or contamination. In this exclusion **Pollution** shall mean pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory;
- any circumstance that occurs before the start date of the **Policy**;
- any legal costs relating to the planned **Treatment**; or
- anything included within the General Exclusions.

1.6 Personal Accident

If during the **Period of Insurance** and during a **Trip** a **Covered Person** sustains **Bodily Injury** which results in **Accidental death, Loss of Limb(s), Loss of Eye(s) or Permanent Total Disablement** as a result of an **Accident**, **We** will pay the amounts specified below in the table of benefits below and includes **Accidental** death whilst undergoing the surgical operation during **Treatment**.

Event Insured		Sum
1	Accidental Death (including Accidental death during or resulting from a surgical operation during Treatment)	\$40,000
2	Loss of Limb(s) or Loss of Eye(s)	\$40,000
3	Permanent Total Disablement	\$40,000

Specific Conditions applicable to Section 1.6

- **We** will not pay for more than one of the benefits 1 - 3 in the table of benefits above in respect of the same **Accident**.

1.7 Hospital benefit

We will pay \$100 for each complete 24 hour period a **Covered Person** spends as an in-patient in a hospital outside **Australia**, other than time spent as an in-patient in relation to the **Treatment**, up to a maximum of \$3,000.



Specific Exclusions applicable to Section 1.7

We shall not be liable to pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- any sexually transmitted disease; or
- anything included within the General Exclusions.

1.8 Property and Money

If during the **Period of Insurance** and during a **Trip** a **Covered Person** suffers loss of or damage to accompanied **Property** and/or **Money** (including reasonable expenses incurred as a result of loss of **Money**), **We** will pay up to \$2,000 for each **Covered Person**, subject to:

- the **Excess** amount;
- the limit for **Property** which is stated in the **Schedule**;
- a maximum limit of up to \$500 any one article or pair or set of articles; and
- a limit of \$500 for **Money**.

Property delay extension

If accompanied **Property** is temporarily lost for more than 12 hours by the carrier, **We** will pay up to \$200 for the purchase of immediate necessities, but such payment will be deducted from the final claim if the loss becomes permanent. Receipts for such purchases must be provided.

Specific Conditions applying to section 1.8

- In the event of any loss or damage a **Covered Person** should take all reasonable steps to make a recovery. If a comparable replacement is purchased, **We** will pay the cost (up to the maximum allowed on the **Schedule**), providing that the original article was less than 2 years old at the time of loss and that proof of purchase is provided. For articles more than 2 years old, or which are not replaced, or for which proof of purchase cannot be provided, payment will be based on the value of the article at the time of loss, or the cost of repair.
- In respect of foreign currency, cover applies from the time of collection from a bank or travel agent or from 3 days before commencement of a **Trip**, whichever is the later, and up to 2 days after completion of a **Trip**, or time of conversion or encashment, whichever is the earlier.
- a **Covered Person** must take all necessary steps to safeguard their **Property** and to recover any **Property** or **Money** lost.

Specific Exclusions applicable to Section 1.8

We will not pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- the amount of the **Excess**;
- moth, vermin, wear and tear and gradual deterioration;
- **Money** shortages due to error, omission or depreciation in value;
- a single article, pair or set or greater value than \$400 unless **You** have provided an original purchase receipt or other proof of ownership for the article, pair or set;
- loss of **Money** that is not reported to the police or appropriate authority;
- confiscation or detention by customs or any other authority;
- **Valuables** or **Money** whilst in the custody of a carrier;



- electrical and/or mechanical breakdown;
- the fraudulent use of credit cards, charge cards or banker's cards;
- loss of or damage to hired clothing and hired equipment of any kind;
- loss of damage to household effects;
- theft or attempted theft of **Valuables** when unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle;
- devaluation of currency or shortages due to errors or omissions during monetary transactions; or
- anything included within the General Exclusions.

1.9 Loss of Passport

We will pay up to \$500 to each **Covered Person** for reasonable expenses incurred in obtaining a replacement passport, tickets and other travel documents should the original be lost or stolen during the **Period of Insurance**.

Specific Conditions applicable to Section 1.9

- A **Covered Person** must take all necessary steps to safeguard their property and to recover any property lost.

Specific Exclusions applicable to Section 1.9

We will not pay for claims directly or indirectly caused by, arising from, or in any way connected with:

- the amount of the **Excess**; or
- anything included within the General Exclusions.

1.10 Sporting and Leisure

The **Policy** DOES cover a **Covered Person** whilst engaging in the sporting and leisure activities listed immediately below during the **Period of Insurance** while on a **Trip** provided that:

- participation is only for recreational purposes and not competitions or professional purposes or as part of an organised team; and
- all appropriate safety equipment is worn and/or used.

Archery (supervised)	Hockey (but not Ice Hockey)
Athletics	Marathon Running
Badminton	Orienteering (not involving Rock Climbing or Mountaineering)
Ballooning (not as a pilot, pre-booked in Australia)	Racket Ball
Baseball	Rambling
Basketball	Rifle Range (supervised)
Blade Skating	Roller Skating
Bowls	Rounders
Catamaran Sailing (only in territorial waters)	Rowing (only in territorial waters)
Clay Pigeon Shooting (supervised)	Sailing (only in territorial waters)
Cricket	Squash
Curling	Safari/Gorilla Trekking (tour operator organised)
Cycling (other than BMX and mountain bike racing)	Snorkelling
Deep Sea Fishing	Street Hockey (but not Ice Hockey)



Dinghy Sailing (only in territorial waters)	Squash
Fell Running/Walking (no climbing)	Tennis
Fishing	Trekking/Hiking
Football (Soccer)	Volley Ball
Golf	Water Polo
Go-Karting (less than 120cc)	Yachting
Gymnastics	

Also included:

SCUBA diving to a maximum depth of 30 meters provided that a **Covered Person** holds an open water diving licence recognised in **Australia** or they are under the direct supervision of a qualified instructor and diving with proper equipment and not contrary to any applicable codes of good practice.

Cover will not apply to:

- solo, cave, wreck or ice diving;
- diving for hire or reward;
- diving within 24 hours of flying or flying within 24 hours of diving;
- diving whilst suffering from any medical condition likely to impair **Your** fitness to dive; or
- diving to depths greater than 30 metres.

1.11 Travel and accommodation over and above the Normal Recovery Period

This section 1.11 applies only to **You**.

In the event that **You** need to stay at **Your** destination for a time longer than the **Normal Recovery Period** We will pay **You** the following:

- \$100 per day allowance;
- 75% of accommodation costs; and
- 75% of 1 x economy single **Air Fare**.

This benefit is payable until **You** are deemed fit to fly by a **Qualified Medical Practitioner** and are booked on the first available economy flight or up to a maximum total amount of \$3,000, whichever occurs first.

Provided that:

- **You** can supply to **Us** with a copy of the consultation issued prior to the **Trip** by the **Qualified Medical Practitioner** at the **Regulated Hospital/Clinic** where the procedure is carried out and this report confirms the **Normal Recovery Period**;
- **You** can supply to **Us** written confirmation from the **Qualified Medical Practitioner** who carried out the **Treatment** that a longer recovery period after the **Treatment** is necessary and how long it should last; and
- **You** are able to supply proof satisfactory to **Us** that **You** have had to amend **Your** travel plans. The original travel plans must have been consistent with the **Normal Recovery Period** outlined by the **Qualified Medical Practitioner**.