

# Leisure Travel Insurance (Group Policy)

## Policy Wording



This Policy is underwritten by  
QBE Insurance (Australia) Limited  
ABN 78 003 191 035, AFS Licence No. 239545  
of Level 5, 2 Park Street, Sydney



QM3063

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## About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

### For more information

Please take the time to read through this booklet and if you have any questions or need more information, please contact:

#### Windsor Management Insurance Brokers

|   |   |
|---|---|
| Brisbane<br>Level 1, 62 Astor Tce<br>Spring Hill QLD 4000<br>Phone : +61 73230 9300<br>Fax : +61 73230 9399 | Melbourne (Head Office)<br>Level 1, 151 Rathdowne Street,<br>Carlton Vic 3053<br>Phone : +61 39663 2411<br>Fax : +61 39663 4288 |
|---|---|

Website : [www.wmib.com.au](http://www.wmib.com.au)

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

QBE is a respected name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

### About Windsor Management Insurance Brokers

This Policy is arranged by Windsor Management Insurance Brokers (WMIB)(ABN 93 707 887 544), AFS Licence Number 230747.

Windsor Management Insurance Brokers is a diversified boutique insurance broker, providing general insurance and risk management services to specialised industries, who have offices in Melbourne and Brisbane, and a growing client base Australia wide.

## Important Information

The information provided in this section includes high level information about this Policy including your duty of disclosure, privacy, how to make a claim, our dispute resolution process and other relevant information. This section may also set out other information such as options in cover you can choose from, factors that affect the cost and any cooling off rights.

### Group policies: about your right to access cover

This Policy is a group policy which the insured has entered into with QBE for the period of insurance.

Access to each cover is provided to you if you meet the eligibility criteria specified (referred to as insured persons or you). The access to the benefit of cover under the Policy is provided to you solely by operation of section 48 of the *Insurance Contracts Act 1984* (Cth).

You have no right to cancel or vary the Policy – only the insured (as the contracting insured) and we can do this. If the policy is cancelled or varied by us, we do not need to obtain your consent to do so.

We also do not provide you with any notices in relation to this Policy as you are not a contracting insured. We only send notices to the insured which is the only entity we have contractual obligations to.

You are not obliged to accept any of the benefits of this Policy but if you wish to make a claim under any section, you will be bound by the terms, conditions, limitations and exclusions set out in the Policy

Neither we nor the insured hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf.

The insured does not:

- act on behalf of us or you in relation to the Policy;
- provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- receive any remuneration or other benefits from us.

If you are seeking to access the benefit of the Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you have access to the Policy, and its currency, please refer to the section titled 'For more information' at the front of this booklet.

## Privacy

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;

- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: [complaints@qbe.com](mailto:complaints@qbe.com).

## How to make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

### Windsor Management Insurance Brokers

Phone: (07) 3230 9300

Email: [qldtravel@wmib.com.au](mailto:qldtravel@wmib.com.au)

## QBE Assist

If you're overseas and need assistance, QBE Assist are on call 24 hours a day, 7 days a week. The following numbers are toll free from a land line. Calls from mobiles will be at your cost.

| Country     | Telephone       | Country        | Telephone        |
|-------------|-----------------|----------------|------------------|
| Austria     | 0800 291 702    | Japan          | 00531 616 441    |
| Brazil      | 0800 891 8401   | Malaysia       | 1800 800 428     |
| Canada      | 1800 665 3870   | Netherlands    | 08000 226 742    |
| China North | 10800 611 0133  | New Zealand    | 0800 441 678     |
| China South | 10800 361 0151  | Philippines    | 1800 1611 0045   |
| Fiji        | 00800 2149      | Singapore      | 800 6161 051     |
| France      | 0800 90 5097    | South Africa   | 0800 99 3514     |
| Germany     | 0800 181 7694   | Spain          | 900 996 167      |
| Greece      | 00800 6112 6195 | Sweden         | 0200 214 612     |
| Hong Kong   | 800 933 877     | Switzerland    | 0800 838 533     |
| India       | 0008006101119   | Thailand       | 001 800 611 2885 |
| Indonesia   | 001 803 61 683  | Turkey         | 00800 6190 3627  |
| Ireland     | 1800 552 636    | United Kingdom | 0800 899 813     |
| Israel      | 180 945 6589    | United States  | 1800 765 8631    |
| Italy       | 800 875 100     |                |                  |

If you cannot use the toll free numbers above, please contact us using the contact details below.

**Outside Australia:** + 61 3 8523 2800

**Within Australia:** 1300 555 019 or (03) 8523 2800

**Email:** [qbeassist@qbe.com](mailto:qbeassist@qbe.com)

**Fax:** + 61 3 8523 2815

## Resolving complaints and disputes

### Our commitment to you

At QBE we're committed to providing you with quality products and delivering the highest quality of service.

We also know that sometimes there might be something about our products or service that you're not totally happy about.

### Step 1 - Talk to us

If there's something you want to talk to us about, or if you would like to make a complaint, our staff are there to work with you to try and resolve your issue.

If you're not happy with our staff, or if you're unhappy with how our staff have responded to your complaint you can ask to speak to their Manager.

You can also make your complaint directly to our Customer Care Unit.

|       |  |
|-------|--|
| Phone | 1300 650 503 (Office Hours Mon-Fri: 09:00 - 17:00) |
|-------|--|

|       |  |
|-------|--|
| Email | <a href="mailto:complaints@qbe.com">complaints@qbe.com</a> |
| Post  | Customer Care<br>GPO Box 219<br>PARRAMATTA NSW 2124        |

### Step 2 - Escalate your complaint

Whenever you make a complaint we will try and resolve it within 15 business days. If this hasn't happened, or if you're not happy with how our staff tried to resolve it, you can ask that your complaint be escalated to one of our Dispute Resolution Specialists.

Our Dispute Resolution Specialists will provide our final decision within 15 business days of your complaint being escalated, unless they have requested and you have agreed to give them more time.

### Step 3 - Still not resolved?

If you're not happy with our decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS is a free service that resolves insurance disputes between consumers and insurers, so there'll be no cost to you. QBE is bound by FOS' decisions - but you're not. If you wish to access FOS, you can contact them:

|        |  |
|--------|--|
| Phone  | 1300 780 808 (Office Hours: 9am - 5pm<br>Melbourne time Monday - Friday) |
| Email  | <a href="mailto:info@fos.org.au">info@fos.org.au</a>                     |
| Online | <a href="http://www.fos.org.au">www.fos.org.au</a>                       |

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## Financial claims scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 55 88 49.

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street,  
Sydney NSW 2000.

## Our agreement with the insured

This Policy is a legal contract between the insured and us. The insured pays us the premium and you may access the benefit of these covers, provided that you met the eligibility criteria at the time loss or damage occurred. There are also:

- conditions and exclusions which apply to specific covers or sections;
- general exclusions, which apply to any claim you make (page 12); and
- general conditions, which set out your responsibilities under this Policy (page 13);
- other terms, which apply to how this Policy operates (page 13).

### Excesses

If you make a claim, you must pay the applicable excess for every claim you make under each section of a cover.

### How much we will pay

The most we will pay for a claim is the sum insured applicable to the section you are claiming under which is set out in the Policy Schedule, less any excess.

## Words with special meaning

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

| Word or term  | Meaning  |
|---|--|
| Compensation  | the amount or percentage of benefit shown in the compensation tables of this Policy for a payable condition or payable event under each section of this Policy.  |
| Dependant children  | you or your spouse/partner's unmarried dependant child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty five (25) years of age while they are full time students at the time the journey is booked, and in either case, are primarily dependant on you for maintenance or support. |
| Excess  | a sum of money that you may be required to contribute to the amount of any claim. The excess applicable to each section of this Policy is shown in the Policy Schedule.  |
| Excluded period of claim                                    | the consecutive number of days of disablement, after medical treatment by a registered medical practitioner, as specified in the Policy Schedule, for which you do not receive a weekly benefit.   |
| Existing medical condition(s)                               | any physical, mental illness or medical condition (including pregnancy), defect, illness or disease for which treatment, medication, preventative medication, advice, preventative advice or investigation was received or prescribed by a medical or dental adviser in the thirty (30) days prior to the booking of the journey.                          |
| <b>Note:</b>  |  |
| There are a limited number of conditions that if stable and |  |

| Word or term   | Meaning  |
|--|--|
| well controlled, will not be treated as an existing medical condition. | <b>Note:</b><br>Where any condition, illness or disease is subject of an investigation, that condition, illness or disease falls within this definition, regardless of whether or not a diagnosis of the condition, illness or disease has been made.<br><br>This definition applies regardless of whether or not the condition, illness or disease displays symptoms.<br><br>This definition applies to you and your travelling party, relatives, business colleague, or any other person you have a relationship with whose state of health could impact on your travel plans. |
| The full list of conditions is provided on the Policy Schedule.        |  |
| Illness  | any sickness or disease which occurs while on a journey.   |
| Injury   | bodily injury resulting from accident and which is not an illness and which <ul style="list-style-type: none"> <li>• occurs during the period of travel; and</li> <li>• within twelve (12) months of the injury, results solely and independently of any other cause in the events covered under this Policy; and</li> <li>• includes any condition resulting from exposure to the elements as a result of injury.</li> </ul>  |
| Insured  | the insured listed in the Policy Schedule.   |
| Journey  | All personal travel: <ul style="list-style-type: none"> <li>• commencing during the period of insurance; and</li> <li>• where your destination is more than 250km from your usual place of residence; and</li> <li>• during the period of travel.</li> </ul>   |
| Medical expenses   | all reasonable costs necessarily incurred outside Australia including ambulance, hospital, theatre and surgical fees and diagnostic or remedial treatment, physiotherapy or chiropractic services given, referred or prescribed by a registered medical practitioner.  |
| Mental illness   | a condition characterised by the presence of symptoms such as delusions, hallucinations, disorder of thought form, disturbance of mood, or sustained or repeated irrational behaviour, which impairs, either temporarily or permanently, the mental functioning of a person.   |
| Non-scheduled flight   | a flight which takes place outside of normal schedules and is the subject of a hiring agreement with a charter airline, either by hiring the entire aircraft or individual aircraft seat.  |
| Overseas   | a journey or trip or travel outside the territorial borders of Australia.  |
| Payable condition  | is the condition which is set out in the 'Compensation table' and under each section of the Policy.  |
| Payable event  | is the event which is set out in the 'Compensation table' under each section of the Policy.  |
| Period of insurance  | the period shown in the Policy Schedule. If you commence a journey during the period of insurance, the cover under this Policy extends until the journey ends.   |
| Period of travel   | the period of travel set out in the Policy Schedule.   |

| Word or term                    | Meaning  |
|---------------------------------|--|
| Policy Schedule                 | the latest schedule of insurance we issue, including any endorsement schedule(s) or any renewal schedule.  |
| Professional sport              | an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion and for which the participant receives a financial reward, payment or remuneration for their efforts and/or achievements. Professional sport does not include amateur sporting activities for which the participant receives or has received no financial reward, payment or remuneration. |
| Registered medical practitioner | a medical practitioner who holds a current registration with the respective medical practitioners board or medical board (or similar) in the country the medical practitioner is providing medical services.   |
| Spouse                          | your husband or wife, de-facto or life partner including same-sex partners, with whom you have continuously cohabited for a period of six (6) months or more.  |
| Terminal illness                | a disease that cannot be cured or adequately treated and that is reasonably expected to result in the death of the patient within a relatively short period of time. Terminal illness includes but is not limited to progressive or chronic diseases such as cancer or heart disease.  |
| Travelling party                | you and any travelling companion who has made arrangements to accompany you for at least 50% of your trip.   |
| War                             | includes war, invasion, acts of foreign enemies, hostiles or war like 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.   |
| We, our or us                   | QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.   |
| You, your                       | any person who satisfies the definition of an 'insured person' set out in the Policy Schedule.   |

## Section A - Capital Benefits

### Words with special meanings in this Section A

In this section the following words have the meanings set out below:

| Word or term | Meaning  |
|--------------|--|
| Loss of use  | in connection with a limb or part of a limb means physical severance or permanent loss of use. |
| Paraplegia   | total paralysis of both legs and part or whole of the lower half of the body.                  |
| Permanent    | continuing for at least twelve months and which will, in all probability, continue for life.   |
| Quadriplegia | total paralysis of both legs and both arms.  |

### What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy to you if the payable conditions shown:

- occur during the period of insurance; and
- are a result of injury which occurs while on a journey.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- illness, or
- suicide or attempted suicide.

The exclusions and general conditions set out in this Policy may also affect a claim.

### Capital benefits restrictions

- Any payable condition claimed under capital benefits must occur within twelve (12) months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- Any capital benefit payable under this section will be reduced by any amounts paid under the disappearance capital benefit.
- The maximum amount we will pay for any one (1) event involving more than one (1) insured person is the aggregate limit of liability shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

### Compensation table - Capital benefits

| Payable condition - an injury resulting in:                     | Compensation as a percentage of the capital benefits sum insured shown in the Policy Schedule                      |
|---|--|
| 1. Death  | 100%   |
| 2. Permanent total disablement                                  | 100%   |
| 3. Permanent disability not otherwise provided                  | The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75% |
| 4. Permanent paraplegia   | 100%   |
| 5. Permanent quadriplegia                                       | 100%   |
| 6. Permanent and incurable paralysis of all limbs               | 100%   |
| 7. Permanent total loss of the entire sight of one or both eyes | 100%   |
| 8. Permanent total loss of hearing in both ears                 | 100%   |
| 9. Permanent total loss of the use of both hands                | 100%   |
| 10. Permanent total loss of the use of both arms                | 100%   |
| 11. Permanent total loss of the use of both feet                | 100%   |
| 12. Permanent total loss of the use of both legs                | 100%   |

| Payable condition - an injury resulting in:   | Compensation as a percentage of the capital benefits sum insured shown in the Policy Schedule |
|---|---|
| 13. Permanent total loss of the use of one hand and one foot  | 100%  |
| 14. Permanent total loss of the use of one hand or one arm  | 100%  |
| 15. Permanent total loss of the use of one foot or one leg  | 100%  |
| 16. Permanent total loss of the lens of one eye   | 50%   |
| 17. Permanent total loss of the hearing in one ear  | 50%   |
| 18. Permanent total loss of the use of four fingers and thumb of either hand                        | 75%   |
| 19. Permanent total loss of the use of four fingers of either hand                                  | 40%   |
| 20. Permanent total loss of the use of one thumb, both joints                                       | 30%   |
| 21. Permanent total loss of the use of one thumb, one joint   | 15%   |
| 22. Permanent total loss of the use of a finger, three joints                                       | 10%   |
| 23. Permanent total loss of the use of a finger, two joints   | 8%  |
| 24. Permanent total loss of the use of a finger, one joint  | 5%  |
| 25. Permanent total loss of the use of all the toes of one foot                                     | 15%   |
| 26. Permanent total loss of the use of great toe, both joints                                       | 5%  |
| 27. Permanent total loss of the use of great toe, one joint   | 3%  |
| 28. Permanent total loss of the use of other toe, (each toe)  | 1%  |
| 29. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body | 50%   |

### Additional benefit applicable to Section A - Capital benefits

The following additional benefit automatically applies.

#### Disappearance benefit

If you are travelling on a conveyance, and

- the means of transportation disappears, sinks or is wrecked, and
- your body has not been found within one (1) year

we will presume that you have died as a result of an injury and we will pay the death benefit to your Estate or as otherwise required by law, unless we suspect that you may not have perished.

If we have paid the disappearance benefit we will not pay any other capital benefits under this policy.

## Section B - Weekly Benefits - Injury

### What we will pay

We will pay amounts as set out in the Policy Schedule to you if the payable conditions shown:

- occur during the period of insurance, and
- are a result of injury which occurs while on a journey.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- An existing medical condition as defined in words with special meanings, or
- when a journey is undertaken against medical advice, or
- illness.

### Weekly benefit - Injury restrictions

- Any payable condition claimed must occur within twelve (12) months of the date of injury.
- Successive periods of disablement resulting from the same injury will be considered as one period of disablement.
- Weekly benefits will be paid after the excluded period of claim as shown in the Policy Schedule has elapsed.
- We will continue to pay weekly benefits while you suffer disablement and are entirely prevented from returning to your usual occupation, business or profession up to the benefit period shown in the Policy Schedule.

## Section C - Overseas Medical and Additional Expenses

### Words with special meanings in this section C

In this section the following words have the meanings set out below:

| Word or term      | Meaning   |
|-------------------|---|
| Emergency dental  | treatment as a result of injury which we consider non routine and which in the opinion of a qualified dental practitioner, cannot be reasonably delayed until you return to Australia.  |
| Emergency optical | treatment as a result of injury which we consider non routine and which in the opinion of a qualified optical practitioner, cannot be reasonably delayed until you return to Australia. |

### What we will pay

We will pay the amounts as set out in the compensation tables in this section of the Policy if your medical and additional expenses:

- are incurred outside of Australia during the period of travel as set out in the Policy Schedule, and
- are incurred within twenty four (24) months of the date of injury or illness, and
- are a result of injury or illness which occurs while on a journey outside of Australia.

## What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- an existing medical condition as defined in words with special meanings, or
- when a journey is undertaken against medical advice, or
- when a journey is undertaken for the purpose of obtaining medical treatment, or
- a terminal illness diagnosed prior to the commencement date of the journey.

## Overseas medical and additional expenses restrictions

- We will reduce our payment by any amounts recoverable by you from any other source such as Workers Compensation or another statutory scheme or private health insurance.

The exclusions and general conditions set out in this Policy may also affect a claim.

## Compensation table - Overseas medical

| Payable Event:                        | Compensation - What we will pay   |
|---------------------------------------|---|
| Medical (including hospital) expenses | Up to the 'Overseas medical and additional expense' limit shown in the Policy Schedule. |
| Emergency dental expenses             | Up to a maximum amount of \$5,000 for any one injury or illness.                        |
| Emergency optical expenses            | Up to a maximum amount of \$5,000 for any one injury or illness.                        |

## Compensation table - Additional expenses

| Payable event:  | Compensation - What we will pay   |
|---|---|
| You being hospitalised outside of Australia.  | \$300 per day for each day hospitalised, up to a maximum of \$5,000 in total to cover out-of-pocket expenses.   |
| Expenses of having one person travel to, remain with or escort you if <ul style="list-style-type: none"> <li>• our prior express written consent has been obtained,</li> <li>• a registered medical practitioner has stated it is necessary.</li> </ul> | Up to an amount not exceeding \$20,000 unless otherwise stated in the Policy Schedule.  |
| Your death.   | We will reimburse the following costs to your estate: <ul style="list-style-type: none"> <li>• burial expenses or cost of returning your body or ashes to your home address including personal effects.</li> </ul> Up to an amount not exceeding \$25,000 unless otherwise stated in the Policy Schedule. |

The maximum amount of additional expenses we will pay as a result of an injury or illness to you will be up to the overseas medical and additional expense limit shown in the Policy Schedule.

## Section D - Emergency Travel Assistance

### Words with special meanings in this section D

| Word or term                | Meaning  |
|-----------------------------|--|
| Emergency travel assistance | co-ordinating emergency medical treatment and services, which includes but is not limited to: <ul style="list-style-type: none"> <li>• arranging for hospitalisation;</li> <li>• repatriation;</li> <li>• transfers;</li> <li>• medical supervision during transportation;</li> <li>• burial arrangements.</li> </ul> subject to QBE Assist's prior express consent. |

### What we will do:

We will provide emergency travel assistance if you suffer an injury or illness which occurs while on a journey outside of Australia during the period of insurance.

QBE Assist may advance any amounts necessary to settle medical bills which are covered under any section of this Policy.

### What we will not do

We will not provide emergency travel assistance, or pay for any claim under this section of the Policy, if:

- QBE Assist has not given its prior express consent;
- a journey is undertaken against medical advice;
- a journey is undertaken for the purpose of obtaining medical treatment.

We will not provide emergency travel assistance, or pay for any claim under this section of the Policy, for:

- a terminal illness diagnosed prior to the commencement date of the journey; or
- any journey within Australia; or
- an existing medical condition as defined in words with special meanings.

### Conditions applying to this section D

1. In case of an emergency while overseas and before undertaking any personal action, you must contact (reverse charge) QBE Assist's twenty four (24) hours a day centre using the phone number or email which are provided on the QBE Assist Card issued to the insured, and:
  - (i) state your name and the number and validity date of this Policy;
  - (ii) state the place and telephone number where you can be reached;
  - (iii) give a brief description of the problem encountered and nature of help required.
2. QBE Assist's medical team or agents must have free access to you in order to ascertain your condition. If this obligation is not fulfilled you will no longer be entitled to medical assistance.
3. Any decision concerning the medical transfer and/or repatriation of you (such as date, means, medical equipment) will be jointly taken by both the registered medical practitioner attending you and QBE Assist's medical team.
4. In the event of a claim for transportation costs, you must give QBE Assist the unused portion of your original ticket or the counter value of the said portion.
5. In any case of Injury or Illness requiring hospitalisation, transfer or repatriation you or any person acting on your behalf must inform QBE Assist within three days of the date of occurrence. We will reduce the amount payable to you under this section by the amount we have been prejudiced by your failure to notify us during this period.

6. In a life threatening situation, you should try to arrange for immediate emergency help first through local sources and then by contacting QBE Assist.
7. You must provide us with all documents and carry out all necessary formalities to enable us to recover payments from relevant sources, if applicable.
8. QBE Assist will not be responsible for delays or impeachment in performing the assistance and services in case of strike, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, terrorism or military or usurped power, riot and civil commotion, radioactivity or any other event of force majeure.

## Section E - Baggage and Personal Effects

### Words with special meanings in this section E

| Word or term         | Meaning   |
|----------------------|---|
| Electronic equipment | portable game consoles, portable media players, and satellite navigation units  |
| Personal computer    | laptops, notebooks, tablet PCs, personal digital assistants (PDA's), smartphones, or any other hand-held wireless devices that has the capacity to convey data or information.                                |
| Unattended           | leaving your baggage either with a person you have not previously met, or, in a public place where it can be taken without your knowledge or at a distance from which you cannot prevent it from being taken. |

### What we will pay

We will pay up to the maximum amounts as set out in the Policy Schedule for the following events occurring on your journey:

- accidental loss, theft of, or damage to, baggage or personal effects including things bought during the trip, while they are accompanying you during your trip,
- loss of, or damage to, dentures or dental prostheses while not on your person during their trip,
- the cost of medical consultation fees you incur to replace prescription medication which is accidentally lost, stolen or damaged, together with the cost of the medication itself,
- theft of, or damage to baggage or personal effects if they were left in a locked motor vehicle or a motor home during daylight hours and there was forced entry into the vehicle,
- theft of, or damage to your baggage or personal effects if they were left in a locked storage facility and there is forced entry into the facility.

In the event of a claim under this section we will reinstate the sum insured for an event that arises from any other set of circumstances.

### What we will not pay

There is no cover under this section of the Policy for claims arising directly or indirectly out of the following:

- accidental loss or damage to or theft of:
  - cash, bank or currency notes, cheques or negotiable instruments (other than allowed for under Section F);
  - fragile or brittle items (e.g. glass or china), except loss or damage caused by fire, or by accident to the transport carrying them;
  - damage to computer screens, computer software or applications;
  - baggage or personal effects that are being transported independently of you;
  - property left unattended or that occurs because you do not take reasonable care to protect it;
  - baggage or personal effects which you are entitled to receive compensation from the carrier;

- personal computer, communication or photographic equipment, electronic equipment, jewellery or watches left unattended in a motor vehicle or a motor home for any length of time, even if they are locked in the motor vehicle or motor home;
- baggage or personal effects left unattended during non daylight hours in a motor vehicle or a motor home for any length of time;
- baggage or personal effects left unattended by you in a tent or caravan for any length of time;
- personal computer, communication or photographic equipment, electronic equipment, jewellery or watches checked in as baggage;
- trade items, trade samples or your tools of trade or profession;
- gold or precious metals, precious unset or uncut gemstones;
- watercraft of any type (excluding theft of surfboards or damage to surfboards while in the custody of the carrier);
- sporting equipment (excluding surfboards) whilst in use; or
- baggage or personal effects that have been left in a locked storage facility for greater than 48 hours;
- wear and tear or depreciation of property or damage by the action of insects or vermin, mildew, rust or corrosion,
- mechanical or electrical breakdown, or malfunction repair costs.

### What is the most we will pay?

The most we will pay is the sum insured set out in the Policy Schedule. We will not pay more than the original price paid for an item, even if the sum insured set out in the Policy Schedule is higher.

The limits in total, for a camera, video camera or personal computer, set of golf clubs, watches, jewellery and for any other item are set out in the Policy Schedule.

### Compensation table - Baggage and personal effects

| Payable event  | Compensation - What we will pay  |
|--|--|
| Emergency baggage<br>Your baggage is delayed, misdirected or misplaced by any carrier for more than eight (8) hours.             | The reasonable cost of you having to buy essential clothing and personal items up to the sum insured specified in the Policy Schedule.   |
| Baggage and personal effects<br>Your baggage or personal effects are accidentally damaged, lost or stolen.                       | <p>We will choose between:</p> <ul style="list-style-type: none"> <li>• repairing or replacing the items to a condition no better than their condition at the time of loss, damage or theft; or</li> <li>• paying the value of any item in cash, taking into account an allowance for age, wear and tear</li> </ul> <p>up to the sum insured specified in the Policy Schedule.</p> <p>Note:</p> <p>A pair or related set of items, for example – a camera, lenses (attached or not), tripod and accessories, chain and pendant, set of golf clubs, are only one item for this purpose.</p> <p>The way in which we depreciate is set out in the 'Depreciation table' below.</p> |
| <b>Depreciation table</b>  |  |
| The nominated depreciation rate will apply to each year of age up to a maximum of 80% of the original purchase price of an item. |  |

| Payable event | Compensation - What we will pay  |
|---------------|--|
| 10%           | Camping, sporting and leisure equipment (not leisure clothing), and musical instruments.   |
| 15%           | Clothing, footwear, personal effects, baggage, prescription glasses, sunglasses, costume jewellery and books.                        |
| 20%           | Personal and or laptop computers, communication or photographic equipment, electronic equipment, ipods, mobile phones, CDs and DVDs. |
| 50%           | Toiletries including skin care, makeup, perfume, medication.   |

Items not listed above will also be subject to depreciation at our reasonable discretion.

## Section F - Personal Money, Travellers Cheques and Credit Cards

### What we will pay

If during the period of insurance your property, as described below, is damaged, lost or stolen while on a journey we will pay the amounts as set out in the compensation table in this section of the Policy.

We will also provide cover for your property from the time you collect the property from a financial institution or seventy two (72) hours prior to the commencement of the journey and will continue for seventy two (72) hours after the completion of the journey or until property is deposited at a financial institution, whichever ever occurs first.

Property under this section is cash, travellers cheques and credit cards, passports and travel documents.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- cash unless carried by you,
- loss of property other than cash from suitcases that have been left in accommodation rooms or motor vehicles or transported as checked baggage or forwarded as unaccompanied baggage,
- property stolen unless reported to police or other authority and a written statement obtained within twenty four (24) hours,
- confiscation by customs or other officials, or
- losses due to devaluation in currency.

### Compensation table - Personal money, travellers cheques and credit cards

| Payable event  | Compensation - What we will pay  |
|--|--|
| Your money is lost or stolen.  | The value of the money lost or stolen up to the sum insured as set out in the Policy Schedule.   |
| Your credit cards or travellers cheques or travel documents are damaged, lost or stolen. | The reasonable cost of replacing the documents and any amounts that you have to pay resulting from their illegal use up to a maximum of \$5,000. |

## Section G - Personal Liability

### What we will pay

We will indemnify you up to the amounts as set out in the compensation table if you become legally liable during the period of insurance to pay damages as a result of an occurrence while on a journey.

Occurrence under this section means the continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss of or damage to property.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- bodily injury to any employee of yours arising out of or in the course of employment;
- bodily injury to you or any member of their family;
- loss of or damage to property belonging to or in the control of you;
- loss of or damage to property belonging to any member of your family;
- loss of or damage to property or bodily injury arising out of your business or trade, or out of professional advice given by you;
- loss of or damage to property or bodily injury arising out of ownership, use or possession of any mechanically propelled vehicle aircraft or waterborne craft; or
- aggravated, exemplary or punitive damages or any fine or penalty.

### Compensation table - Personal liability

| Payable event  | Compensation - What we will pay |
|--|---------------------------------|
| 1. You become legally liable to pay damage as a result of the death or bodily injury to any person.          | As per Policy Schedule.         |
| 2. You become legally liable to pay damage as a result of loss of or damage to property.                     | As per Policy Schedule.         |
| 3. The third party legal costs for which you become legally liable as a consequence of payable event 1 or 2. | As per Policy Schedule.         |
| 4. The legal costs (which we approve in advance) of defending claims arising from payable events 1 or 2.     | As per Policy Schedule.         |

## Section H - Loss of Deposits and Additional Expenses

### Words with special meaning in this section H

In this section the following words have the meanings set out below:

| Word or term   | Meaning  |
|--|--|
| Additional accommodation, meal and travelling expenses | expenses we consider reasonable, over and above what you expected to pay for accommodation, meals and travelling expenses had the journey gone ahead as planned. |

| Word or term     | Meaning  |
|------------------|--|
| Act of terrorism | includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any Nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which: <ul style="list-style-type: none"> <li>• Involves violence against one or more persons, or</li> <li>• Involves damage to property, or</li> <li>• endangers life other than that of the person committing the action, or</li> <li>• creates a risk to health or safety of the public or a section of the public, or</li> <li>• Is designed to interfere with or to disrupt an electronic system.</li> </ul> |
| Relative         | your parent, parent-in-law, step parent, child, step child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancée, niece, nephew, uncle, aunt, grand parent, grand child provided they reside in Australia.  |

Note: For the purpose of this section only, serious injury or illness will mean an injury or illness which results in a person being admitted into hospital in excess of twenty four (24) hours.

### What we will pay

We will pay the amounts as set out in the compensation tables in this section of the Policy if expenses in relation to the events stated in the compensation table are incurred during the period of travel.

The maximum amount we will pay under this section is shown in the Policy Schedule.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- the decision to change or alter travel plans for any reason other than the events listed in the compensation table; or
- travel plans made after a World Health Organisation warning is issued and/or reported in the mass media, which recommends against travelling to the intended destinations; or
- travel plans made after an Australian Government travel advisory is issued which recommends against travel to all or parts of the intended destination with a 'level 5 warning - do not travel' (reference: Department of Foreign Affairs and Trade - website: [www.smartraveller.gov.au](http://www.smartraveller.gov.au)); or
- death of a terminally ill person diagnosed prior to the journey, unless they die from any other reason; or
- when a journey is undertaken against medical advice.
- an existing medical condition as defined in words with special meanings, or
- an act of terrorism.

### Loss of travel deposits - Conditions

In the event of the failure of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their insolvency or the insolvency of any person, company or organisation they deal with, occurring after you have made your travel booking, we will reimburse non-recoverable expenses incurred up to a maximum amount that is shown in the Policy Schedule during any one period of insurance.

## Compensation table - Loss of deposits and cancellation/interruption expenses

| Payable event   | Compensation - What we will pay  |
|---|--|
| Cancellation, delay, interruption or shortening of a journey resulting from:- <ul style="list-style-type: none"> <li>• Unexpected death or injury/illness suffered by you;</li> </ul> or <ul style="list-style-type: none"> <li>• Unexpected death or serious injury or serious illness of your spouse, dependant child, relative, business partner or co-director;</li> </ul> or <ul style="list-style-type: none"> <li>• Unforeseen circumstances outside of your control not otherwise excluded under the Policy.</li> </ul> | Cancellation fees, loss of deposits or unused portion of travel on prepaid tickets and bookings that cannot be claimed from anyone else,<br>or <ul style="list-style-type: none"> <li>• The reasonable cost of rearranging the journey provided that the cost is not greater than the cancellation fees and lost deposits which would have been incurred if the trip had been cancelled.</li> <li>• Reimbursement of the equivalent cost for actual lost frequent flyer or similar customer loyalty points, provided               <ul style="list-style-type: none"> <li>◦ the ticket was purchased with the use of loyalty points, and</li> <li>◦ points cannot be reimbursed or claimed by anyone else, and</li> <li>◦ the cost is not greater than the actual purchase price of the ticket.</li> </ul> </li> </ul> At our option we may choose to reimburse you or pay the provider direct up to the sum insured in the Policy Schedule. |

## Compensation table - Additional expenses

| Payable event  | Compensation - What we will pay   |
|--|---|
| Lost passport or travel documentation.   | Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000. |
| Quarantine - innocently breaking government quarantine regulations.  | Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000. |
| Hijacking - delay or interruption for a period in excess of twelve (12) hours.                             | Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000. |
| Arrest or Detention - your false arrest or wrongful detention overseas by any Government or foreign power. | Legal costs incurred, up to an amount not exceeding \$50,000.<br><br>Counselling costs incurred, up to an amount not exceeding \$5,000.       |

| Payable event  | Compensation - What we will pay   |
|--|---|
| Disruption to public transport - due to a strike, riot or civil commotion, flood, adverse weather or natural disaster. | Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000. |
| Overbooked flight and no alternative transport available within eight (8) hours of the departure time.                 | Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000. |

## Section I - Refund of Excess following Collision Damage or Theft

### What we will pay

We will pay the amounts as set out in the compensation table in this section of the Policy if you while on a journey hire a vehicle and as a result of the vehicle being damaged, stolen or involved in a collision, you are responsible to refund the excess.

The maximum amount we will pay under this section is shown in the Policy Schedule.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- if you do not hold a valid driving licence in the country they are operating the vehicle,
- if you use the vehicle illegally,
- if you cause loss or damage to the vehicle as a result of a breach of the provisions of the hiring agreement, or
- if the vehicle is not rented from a licensed rental agency.

The Exclusions and General Conditions set out in this Policy may also affect a claim

### Compensation table - Refund of excess following collision damage or theft

| Payable event  | Compensation - What we will pay          |
|--|--|
| 1. You are involved in a collision while in control of a rented vehicle. | The amount of excess that you have paid. |
| 2. Your rented vehicle is stolen or damaged.                             | The amount of excess that you have paid. |

## General exclusions

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war rebellion, revolution, insurrection of military or usurped power while you are serving in any capacity whatsoever, whether in the armed forces, or while taking an active part in any occurrence as stated above,

or

2. radioactive contamination, whether arising directly or indirectly including the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1 or 2 above.

### Health insurance exclusion

We will not pay any benefits under any section of this Policy which:

- are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations; or
- we are prevented from paying under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).

### Sanctions limitation and exclusion clause

You are not insured under any section of this Policy where a claim payment breaches 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.

### Additional exclusions applying to this Policy

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

1. intentional self injury or suicide or any attempt at suicide;
2. flying or other aerial activity unless as a passenger in a properly licensed aircraft;
3. any criminal or illegal act;
4. being under the influence of, or is addicted to, intoxicating liquor or a drug, except a drug taken in accordance with the advice of a registered medical practitioner;
5. participating in or training for any professional sport;
6. expenses recoverable by you from any other source such as Workers' Compensation or any other statutory scheme or Medicare or private health insurance;
7. expenses or costs which are considered to be 'Health Insurance Business', as defined within the *Private Health Insurance Act 2007* (Cth) and its Regulations;
8. any expenses or costs which are prohibited by law from paying within Australia or the country in which a claim occurs;
9. the illness, injury or death, is caused by, or consequent upon, an existing medical condition of you, a member of your travelling party or a non-travelling relative or business partner;
10. any mental illness including dementia, depression, anxiety, panic attack, stress, bipolar, mania, schizophrenia or other nervous disorder;
11. HIV with AIDS related infection or illness;
12. you maintain a course of treatment you were on at the time your journey commenced, except the cost of medical consultation fees incurred to replace prescription medication which is accidentally lost, stolen or damaged, together with the cost of the medication itself;
13. illness, injury or death where a metastatic condition and/or terminal prognosis was made, in relation to any medical condition, prior to the issue of the Policy Schedule or thirty (30) days prior to booking the trip;
14. the illness, injury or death of a person who is not a member of your travelling party and is 80 years of age or over at the time the journey is booked;
15. childbirth or pregnancy except as provided in the Policy Schedule;
16. if you are seventy five (75) years of age or over at the time the journey is booked;
17. a loss which occurs beyond the period of travel shown in the Policy Schedule;

18. failing to take reasonable precautions to avoid and/or minimise any loss;
19. acting maliciously;
20. taking part in a riot or civil commotion;
21. any consequential loss or loss of enjoyment;
22. you deciding to alter your plans or not to continue with the journey;
23. hunting, playing polo, racing (except on foot), mountaineering or rock climbing using support ropes, participating in base jumping, running with bulls, or pot holing;
24. professional sport;
25. travelling in international waters in a private sail vessel or privately registered sail vessel;
26. scuba diving unless you hold an open water diving licence or were diving under licensed instruction;
27. riding a motor cycle in excess of 100 cc (except as a pillion passenger) without a licence that is valid in Australia;
28. riding a 4 wheel motor cycle even as a pillion passenger.

## General conditions

When making a claim, you must have met and then continue to comply with the conditions of this Policy. There are conditions set out in these general conditions, in the claims section and under each particular cover and section. If any of these conditions of this Policy are not met, we may refuse to pay a claim or reduce the amount we pay for a claim.

If you make a fraudulent claim we may also refuse to pay that claim or reduce the amount we pay you for it.

### Assistance and co-operation

You must provide us with all reasonable assistance we require when you deal with us and you will:

- be truthful and frank;
- not behave in a way that is abusive, dangerous, hostile, improper or threatening;
- co-operate fully with us, even after we have paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We will not pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- prevent damage to others or their property;
- minimise the cost of any claim under this Policy;
- comply with all laws.

### Contribution

If at the time of any loss, damage or liability there is any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

## Claims

### What you must do

1. If anything happens that is likely to lead to a claim you must:
  - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness,
  - tell the financial services provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow,

- fully complete our claim form and return it to us within thirty (30) days,
- undergo any medical examination by a doctor appointed by us if we require it, and
- at your expense provide us with any information about the claim we ask for including:
  - reports from police, transport provider hotel or other authority;
  - doctor's reports;
  - accounts and receipts;
  - valuations and proof of ownership;
  - letters and notices you receive from anyone else about your claim;
- if in doubt at any time, ring your financial services provider for advice.

2. If you act fraudulently we can reject the claim altogether.
3. You must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to liability under this Policy.
4. As soon as an event that can justify a claim occurs, you must make every endeavour to minimise the loss, damage or liability.
5. In the event of a claim you must advise us of any other insurance you have covering the same risk. If you can claim from anyone else and we have already paid for the claim, you must render all reasonable assistance to us including but not limited to the proper lodgment of a claim in order that we may obtain a rateable recovery from any other Insurer.
6. We have the sole right to make admissions. We may refuse to protect you if you admit fault, make any offer of payment or defend a claim in court without our consent.
7. We will be entitled to conduct in your name the defence or settlement of any claim or to prosecute in your name.
8. We will pay benefits to you unless the insured instructs us to do otherwise.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

If at the time of any loss, damage or liability there is any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Other terms

These other terms apply to how this Policy operates

## Aggregate limits of liability

The aggregate limit of liability is the maximum amount we will pay for any one event involving more than one insured person on the same journey. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

The aggregate limit of liability is shown in the Policy Schedule. This limit applies to Sections A, B, E, F and I of the Policy except as stated below:

1. Non-scheduled flights (including helicopter and light aircraft) - the aggregate limit of liability applicable to an event involving travel in a non-scheduled flight is shown in the Policy Schedule.
2. The aggregate limit of liability does not apply to the following sections of the Policy:
  - Section C (Overseas medical and additional expenses); or
  - Section D (Emergency travel assistance); or
  - Section H (Loss of deposits and additional expenses)
3. Section G (Personal Liability): the aggregate limit of liability does not apply to this section of the Policy. Our limit of liability under this section of the Policy for any one occurrence will be limited to the amount shown in the Policy Schedule.

If at the time of any loss, damage or liability there is any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Currency

The values and limits shown in this PDS are in Australian dollars (AUD). If expenses are incurred in another currency, then the rate of currency exchange used to calculate the amount of compensation to Australian dollars will be the rate at the date the expense is incurred.

## Jurisdiction

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

If any of these conditions are not met, we may refuse to pay a claim or reduce the amount we pay for a claim.

## Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under this Policy.

## Other interests

Any person or persons whose interests you have told us about and we have noted on your Policy Schedule are bound by the terms of this Policy.

## Recovery action and uninsured loss

If we pay your claim, we may seek to recover the amount paid to you from the third party who caused the loss. We will do this in your name and you must assist us with any reasonable requests.

If you have suffered loss which was not covered by this Policy as a result of the incident, we may offer to attempt to recover this for you. You may specifically ask us to recover this for you. You will need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we will also ask you to agree to the basis on which we will handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Subrogation

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under this Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

