



Product Disclosure Statement & Policy Wording

Travel Insurance



Dated: 1st July 2025

Issued by ATC Insurance Solutions Pty Ltd ("ATC")
(ABN 25 121 360 978, AFS License No. 305802)
acting under a binder as an agent of certain
underwriters at Lloyd's ("Lloyd's")

Union Travel Insurance PDS and Policy Wording PDS078v1.2

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PART 1 - PRODUCT DISCLOSURE STATEMENT

1.1 Introduction

This Product Disclosure Statement (PDS) will help You (and Covered Persons where applicable) decide whether to take out this insurance and to compare this product with other products You may be considering.

Pursuant to the *Corporations Act 2001* (Cth), We are required to provide You with a copy of this PDS if You are a retail client as defined in the Act. A retail client is an individual or a small business. We have provided You with a copy of the PDS as We may not be certain whether You are a retail client at the inception of the Policy.

Part 1 of this document includes general information about this insurance. Part 2 of this document is the policy wording that sets out the specific terms, conditions and exclusions of the cover that We will provide, which should be read to ensure that it provides the cover You need.

You should keep this PDS in a safe place for future reference, such as at the time of a claim.

In this PDS, We/Us/Our means ATC Insurance Solutions Pty Ltd acting under a binder as an agent of certain underwriters at Lloyd's. You/Your mean the Insured named in the Schedule.

It is important that You read this PDS carefully to understand the extent of cover provided by this insurance as well as its limitations.

1.2 Words with a special meaning

Excluding headings, words that begin with a capital letter have a special meaning when used in this PDS and policy wording. These words are listed in 'General definitions' in the policy wording from page 13 and We have used the same meanings throughout this PDS to be consistent, except where specifically stated otherwise.

1.3 About the insurer

This insurance is underwritten by certain underwriters at Lloyd's 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. The Insurers are referred to in the Policy as "We", "Our" and "Us" or "Insurers".

1.4 About ATC

The Policy is issued by ATC Insurance Solutions Pty Ltd ("ATC") ABN 25 121 360 978 AFSL 305802 acting under a binder as an agent of the Insurers who are certain Underwriters at Lloyd's. ATC acts on behalf of the Insurers and not You.

ATC can be contacted as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne VIC 3000

Telephone (03) 9258 1777
Facsimile (03) 9867 5540
Website www.atcis.com.au

1.5 Overview of this insurance

This Policy is intended to provide certain benefits to a Covered Person whilst they are undertaking a Trip outside and/or within their Country of Residence.

1.6 Significant features and benefits of the cover

The following is a summary only of some of the features available under the Policy. Please refer to the terms, conditions and exclusions of the policy wording in Part 2 of this document for full details of the cover.

- Medical, emergency travel and rescue expenses
- Cancellation or curtailment
- Travel delay
- Replacement
- Personal liability
- Personal property
- Money
- Legal expenses
- Hijack
- Political evacuation
- Car hire excess waiver
- Hospitalisation benefit

1.7 Your individual requirements

When preparing this PDS, We have not taken into account Your individual objectives, requirements or financial position. We generally distribute Our products through licensed insurance brokers or advisers (intermediaries).

You should discuss with Your intermediary the type of risks You need to insure against and the appropriate amount of cover that You need. Further, if You have any questions about the appropriateness of this product for Your objectives, requirements or financial position, You should seek advice from Your intermediary.

If You wish to contact Us about this PDS, please use the contact details given above. However, We can only provide You with factual information or general advice about this product and cannot advise You whether the product is appropriate for Your objectives, requirements or financial position.

If Your circumstances change after taking out this insurance, relevant to the risks We have agreed to insure, You should notify Us as soon as possible.

1.8 Other issues to consider before taking out this insurance

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

(a) **Exclusions**

The Policy has a number of general exclusions that apply to all benefits under the Policy. A full list of exclusions are listed in 'General Exclusions' from page 31.

(b) **Benefits payable**

There is a maximum amount We will pay for each benefit. These amounts are shown in the Schedule.

(c) **General conditions**

The Policy has a number of general conditions that apply to each benefit. These conditions are listed from page 34.

In some circumstances, a breach of a condition may entitle Us to refuse to pay a claim or reduce the amount We are liable to pay.

1.9 Our contract with You

The terms of cover are contained in this PDS, the Schedule, any attachments to the Schedule, the application for the insurance, and any endorsements We issue.

You should keep all of the Policy documents in a safe place.

1.10 How to renew this insurance

Before the expiry date of the Policy, We will send You a renewal notice advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct.

It is important that You check the terms of any renewal offer before renewing to satisfy yourself that the details are correct. In particular, check the benefits payable and Excess(es) applicable and to ensure the levels of cover are appropriate for you.

Please note that you need to comply with Your duty of disclosure before each renewal (see below).

We will provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

1.11 The premium

When calculating Your Premium, We take into account a number of factors, including the number of Covered Persons insured under the Policy, the amount of cover You select and We provide, Your previous claims history and the travel destinations requiring cover under this Policy.

Your Premium is also subject to Commonwealth and State taxes and charges including GST (Goods and Services Tax) and stamp duty. A split of the Premium is provided to the Insured.

Please note that the cover We provide is subject to payment of the Premium by the Premium Due Date stated on the Schedule. Non-payment of Premium may result in cancellation of the Policy.

1.12 Your duty of disclosure

Before You enter into an insurance contract, You have a duty under the *Insurance Contracts Act 1984* (Cth), to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure you.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- diminishes or reduces the risk We insure you for; or
- is common knowledge; or
- We know or, in the ordinary course of our business, should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

1.13 Third Party Rights

Subject to any rights a beneficiary may have pursuant to the *Insurance Contracts Act 1984* (Cth), no third party will be able to enforce any rights under this Policy.

1.14 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.

1.15 Cancellation and Cooling-off Provisions

(a) Cancellation by the Insured during Cooling-Off Period:

The Insured has the right to cancel the Policy by notifying Us in writing within fourteen (14) days of the date the Policy was issued to the Insured (Cooling-Off Period). The Insured is entitled, during the Cooling-Off Period, to a complete refund of the amount the Insured has paid for the Policy. If the Insured choose to cancel the Policy during the Cooling-Off Period, We will treat the Policy as never having existed.

The Insured is not entitled to a refund if, during the Cooling-Off Period, the Policy has already expired or if the Insured has made a claim under the Policy.

(b) **Cancellation by the Insured after Cooling-Off Period:**

The Policy may be cancelled by the Insured at any time by giving notice in writing to Us. Such cancellation will be effective from the date upon which We physically receive Your notice. Upon receipt of such notice the Insured will be entitled to a refund of Premium on a proportional rate basis for that portion of the Policy not utilised, less any administration fees, imposed by Us, and any Government taxes or duties We are unable to recover.

(c) **Cancellation by Us:**

The Policy may be cancelled by Us in accordance with the provisions of the *Insurance Contracts Act 1984*. The Insured will be entitled to a pro rata refund of Premium for that portion of the Policy not utilised less any administrative fees, imposed by Us, and any Government taxes or duties We are unable to recover.

Subject at all times to Us retaining any minimum Premium amount, as stated in the Schedule if applicable, in force at the time of cancellation.

In the event that the Insured has made a claim or notification under the Policy, the Insured will not be entitled to a pro-rata refund for any unused portion of the Premium.

Should the Policy be issued on a seasonal basis, this will be considered when calculating a pro-rata refund of premium.

1.16 How to make a claim

In the event of a medical emergency or political evacuation, please contact Healix on +61 (0) 2 5133 7070.

To make a claim for benefits under this Policy, You can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne VIC 3000
claims@atcis.com.au

Visit Our website to obtain a claim form or contact the ATC Insurance claims team if You have any questions or require assistance by telephoning 1800 994 694.

1.17 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
complaints@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:

Australian Financial Complaints Authority

Email: info@afca.org.au

Telephone: 1800 931 678

Post: GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

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

The Underwriters accepting this Insurance agree that:

- (a) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (b) any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

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

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

1.18 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.

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.

1.19 Electronic Communication

Pursuant to the *Insurance Contracts Act 1984* (Cth), a notice or other document may be given by electronic communication in accordance with the *Electronic Transactions Act 1999* (Cth) and any regulations made under that Act. Amongst other things, this means that We can communicate with You by email.

If You are represented by an agent (e.g. Your insurance broker) and they provide Us with their nominated email address, they and You consent to Us delivering documents electronically to that email address, unless You or they tell Us otherwise. Any documents sent by email will be considered to have been received by You and Your Agent twenty four hours from the time We send them to that email address.

In all other cases, if You provide Us with Your nominated email address You consent to Us delivering documents electronically to that email address, unless You tell Us otherwise. Any documents sent by email will be considered to have been received by You twenty four hours from the time We send them to that email address.

It is You and Your Agent's obligation to ensure that any email address provided to Us is up to date and let Us know promptly if it changes.

1.20 Further Information and Confirmation of Transactions

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

PART 2 - POLICY WORDING

2.1 Australian Government Department of Foreign Affairs and Trade travel advice

Prior to any foreign travel, We would suggest that You or a Covered Person check the Australian government website at www.smartraveller.gov.au.

The site provides essential travel advice and tips, plus up-to-date information about the country being visited.

2.2 HOW TO MAKE A CLAIM

What to do in the case of a medical emergency

You or the Covered Person must contact Our 24/7 Emergency Assistance provider in the case of a serious medical emergency abroad where You or they will need to stay in Hospital, have Hospital treatment or change travel arrangements. If You or the Covered Person cannot contact them immediately, You or they must do so as soon as possible.

Our 24/7 Emergency Assistance provider is Healix and they can be contacted on +61 (0) 2 5133 7070.



Not making contact or not following instructions could affect a claim. The Emergency Assistance provider must agree beforehand any Emergency Travel Expenses involving air travel.

When calling for help, please provide the following information:

- a) the Covered Person's name and the address they are staying at;
- b) the phone number that You or the Covered Person is calling from;
- c) the name and phone number of the doctor and Hospital treating the Covered Person;
- d) the policy number (shown on the Schedule) and Your name; and
- e) the nature of the emergency.

On Your or a Covered Person's behalf, the emergency assistance company will do one or all of the following as necessary:

- a) deal with the doctors and Hospitals;
- b) arrange for the Covered Person to be referred to specialists;
- c) arrange for the Covered Person to go into Hospital;
- d) provide medical advice;
- e) guarantee medical charges;
- f) keep relatives at home informed;
- g) organise an emergency return to the Covered Person's Country of Residence, with a medical escort if necessary; and
- h) provide special equipment if necessary and available locally.

If cover cannot be confirmed at the start of a medical emergency, it is agreed that You or a Covered Person will guarantee payment until such time as We have confirmed cover.

What to do in the case of Political Evacuation or Political Instability

You or the Covered Person must contact Our 24/7 Emergency Assistance provider in the case of Political Evacuation or Political Instability abroad. If You or the Covered Person cannot contact them immediately, You or they must do so as soon as possible.

Our 24/7 Emergency Assistance provider is Healix and they can be contacted on +61 (0) 2 5133 7070. When calling for help, please provide the following information:

- a) the Covered Person's name and the address they are staying at;
- b) the phone number that you or the Covered Person is calling from;
- c) the policy number (shown on the Schedule) and Your name; and
- d) the details surrounding the evacuation or instability.

What to do to make any other claim

To make a claim for benefits under this Policy You or a Covered Person can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne VIC 3000
claims@atcis.com.au

Visit Our website to obtain a claim form or contact the ATC Insurance claims team if You or a Covered Person have any questions or require assistance.

Section A - General Definitions

Wherever the following words begin with a capital letter throughout this insurance, they will have the meanings shown below.

3.1 Accident

A sudden, unexpected, violent, specific, external event which occurs at an identifiable time and place during the Policy Period.

3.2 Advisory

The formal recommendation of an Appropriate Authority that a Covered Person leaves the Host Country.

3.3 Appropriate authority

Any legally empowered regulatory, governmental or local authority of Australia and its territories.

3.4 Bodily injury

An injury that:

- (a) is caused solely and directly by an Accident, and that occurs independently of any other cause or condition (including but not limited to any other injury, or Sickness, or disease); and
- (b) is caused by an Accident suffered by a Covered Person during the Policy Period and within the Scope of Cover.

A Bodily Injury does not include a Sickness, or any degenerative, congenital or other condition that does not result solely and directly from the Accident that caused the Bodily Injury.

3.5 Country of Residence

The country in which a Covered Person normally resides.

3.6 Covered person(s)

Any person up to age of 75 (unless agreed by Us) at the time a Trip is booked who is shown or described (for example, as 'member') on the Schedule as being a Covered Person. Cover applies until the end of the Policy Period or when the covered person turns 75 years of age, whichever occurs first, unless agreed otherwise by Us.

3.7 Dependant

Dependant means a Covered Person's and their Spouse/Partner's unmarried financially dependent children under the age of 19 (or up to 25 years of age if a full-time Student at an accredited institution of higher learning).

3.8 Electronic Equipment

Any computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music/recording/gaming devices, camera and other electronic items of a similar nature.

3.9 Emergency travel expenses

The extra transport and accommodation Expenses for a Covered Person and up to two people who need to travel to, stay with or escort an ill or injured Covered Person.

3.10 Evacuation and Repatriation Costs

Costs incurred by You or a Covered Person for emergency evacuation in the 10 days immediately after an Insured Event to the nearest place of safety or for Repatriation to Your or a Covered Person's Country of Residence.

3.11 Excess

The amount shown in the Schedule which is payable by You or a Covered Person in the event of a claim under this Policy.

3.12 Excluded Territories

Excluded territories are defined as the following:

- (a) Afghanistan
- (b) Iraq
- (c) Syria
- (d) North Korea
- (e) Iran
- (f) Somalia
- (g) Venezuela
- (h) Yemen
- (i) Libya
- (j) Israel including occupied territories, the West Bank and the Gaza Strip
- (k) Lebanon

3.13 Expenses

The cost of accommodation, transportation, food and any other necessary expenses for a maximum of 30 days until such time that a Covered Person can be repatriated to their Country of Residence.

3.14 Funeral expenses

The costs of a traditional burial or cremation.

3.15 Hijack

The illegally seizing, or wrongfully taking control of, an aircraft, ship, train or vehicle in which a Covered Person is travelling.

3.16 Home

Your permanent and usual place of residence within your Country of Residence.

3.17 Hospital

An establishment licensed for caring for and treating inpatients who are sick or injured, but not one that is primarily a clinic, nursing home, rest or convalescent home, and not a place to treat alcoholism or drug addiction.

3.18 Hospitalisation

Staying in a Hospital overnight as an inpatient when this is considered to be necessary by a legally qualified Medical Practitioner.

3.19 Host country

The country in which a Covered Person is located.

3.20 Income

The average weekly income, before personal deductions and income tax, and including all overtime and all allowances, actually paid to the Covered Person, which was earned from personal exertion from their usual occupation, averaged over the number of weeks so engaged during the twelve month period immediately preceding the date of disablement.

3.21 Infectious or Contagious Disease

Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

3.22 Insured

The insured stated in the Schedule.

3.23 Insured event(s)

The events specified for which benefits are payable with respect to Bodily Injury or Sickness as defined in this Policy.

3.24 Legal expenses

- (a) Any fees, expenses and other amounts which a Legal Representative pays or agrees to pay in connection with any claim or legal proceedings. This includes costs and expenses of expert witnesses as well as those We have to pay in connection with any claim or legal proceedings.
- (b) Any costs a Covered Person has to pay following any court or tribunal awarding costs and any costs they have to pay following an out of court settlement made in connection with any claim or legal proceedings.
- (c) Any fees, expenses and other amounts the Legal Representative has to pay or agrees to pay in appealing, or resisting an appeal, against the judgement of a court tribunal or arbitrator.

3.25 Legal representative

A solicitor, firm of solicitors or any appropriately qualified person, firm or company, appointed to act for a Covered Person in line with the terms of this insurance.

3.26 Maximum Benefit Period

The maximum period of time for which We will pay weekly benefits for temporary Total Disablement as stated in the Schedule and which commences after expiry of the applicable Waiting Period.

3.27 Mechanically propelled vehicle

Any power-driven vehicle (with or without bodywork) which is moved by its own means, having at least four wheels, a maximum design speed exceeding 25 kilometres per hour and which is intended for use on the road.

3.28 Medical expenses

The amount You or a Covered Person have to pay for medical, surgical or other treatment given or prescribed by a Medical Practitioner, and all Hospital, nursing home and ambulance charges.

3.29 Medical practitioner

A doctor or specialist, who is registered or licensed to practice medicine under the laws of the country in which they practice and is not:

- (a) a Covered Person;

- (b) a member of a Covered Person's immediate family; or
- (c) any person under a contract of employment, service or apprenticeship with You or a Covered Person.

3.30 Mental Disorder

Any psychological or behavioural disorder, including, but not limited to, post-traumatic stress disorder; depression; stress; anxiety; neurotic, psychotic, mood, personality, and dissociative disorders; any condition that is a consequence of the treatment of any of these conditions; and any associated physical symptoms, including, but not limited to, physical fatigue.

3.31 Money

Coins, bank or currency notes, banker's drafts, bills of exchange, credit notes, luncheon vouchers, credit cards, debit cards or charge cards, phone cards, postal or money orders, traveller's cheques, petrol or other coupons with a financial value, or credit vouchers which belong to, or are in the custody and control of, a Covered Person and are intended for travel, meals, accommodation and personal spending only.

3.32 Personal property

Property owned by, or in the custody or control of, a Covered Person.

3.33 Policy

The agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this document, the application for insurance, the Schedule, any attachments to the Schedule and any endorsements.

3.34 Policy period

The period specified in the Schedule.

3.35 Political evacuation

A Covered Person being expelled or declared persona non-grata (a foreign person whose entering or remaining in a particular country is prohibited by that country's government) on the written authority of the recognised government of the Host Country or the wholesale seizure, confiscation or expropriation (expropriation occurs when a public agency takes private property for a purpose considered to be in the public interest) of Your or a Covered Person's property, plant or equipment.

3.36 Political event

Any occurrence described under the Political Evacuation or Political Instability definitions.

3.37 Political instability

Political or military events involving the Host Country which result in the Appropriate Authority issuing an Advisory ordering the departure of all Australian governmental personnel in non-emergency positions and their Dependents from the Host Country or You or a Covered Person receiving direct instructions or a recommendation to evacuate from the Appropriate Authority.

All such related/connected incidents will be considered a single event and all losses arising will be considered to be a single loss.

All acts or events having a common cause (including continuous or repeated exposure to conditions) or carried out by any person, group or collaborating groups will be treated as related/connected incidents.

3.38 Pre-existing medical condition

Any condition, injury, illness, disease or related condition and/or associated symptoms for which a Covered Person, Dependant or close relative (parent, grandparent or sibling) was aware of, and a reasonable person in the circumstances could be expected to have been aware of, regardless of whether or not a diagnosis has been made, and for which:

- (a) a Covered Person was undergoing or awaiting any diagnostic tests, test results, or medical investigations when the covered person registered the trip with us using the online portal; or
- (b) a Covered Person had been prescribed medication, undergone surgery or any procedure, or received therapy or rehabilitation in the six month period before a covered person registered the trip with us; or
- (c) a Covered Person required to have regular check-ups by a doctor or nurse when a covered person registered the trip with us using the online portal.

3.39 Premium

The amount payable by the Insured as agreed with Us.

3.40 Premium due date

The date stated in the Schedule when the Premium must be paid in order for the Policy to remain in operation.

3.41 Rescue expenses

The cost of transporting a Covered Person, by any suitable method, to an appropriate medical facility or to their Home. Our appointed medical advisor and the local Medical Practitioner must recommend this action.

3.42 Schedule

The document showing Your name, the Covered Persons, the Scope of Cover, the sums insured, any applicable Excess(es), the Policy Period and the sections of this insurance which apply.

3.43 Scope of Cover

When the cover is operative under this Policy as stated in the Schedule.

3.44 Sickness

A sickness, illness or disease that is not a Bodily Injury.

3.45 Spouse/Partner

A financial member's or staff member's legal spouse (or de facto partner with whom they have lived together with on a genuine domestic basis).

3.46 Sum insured

The most We will pay in the event of any one claim, as shown in the Schedule.

3.47 Total and Permanent Disablement

Total and Permanent Disablement means disablement resulting from a Bodily Injury and which has lasted for at least six (6) consecutive months from the date of such Bodily Injury and which thereafter is beyond hope of improvement and which entirely prevents the Covered Person from carrying on any gainful profession, trade or occupation for which they are reasonably qualified by reason of education, training or experience.

3.48 Total Disablement

Total disablement means that solely and directly as a result of a Bodily Injury the Covered Person is wholly and continuously prevented from engaging in all of their usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

3.49 Trip

A trip commences from the time the Covered Person leaves their Home or usual place of employment and ends when the Covered Person returns Home or arrives at a hospital or residential care facility in their Country of Residence (if evacuated or repatriated for medical reasons, whichever occurs first), and which:

- has been registered with Us using the online portal prior to the commencement of travel; and
- is for leisure/personal purposes only for the entire duration of the trip; and
- involves travel to a destination more than 250km from a Covered Person's Home; and
- is scheduled to last no more than 180 days; and
- commenced during the Period of Insurance.

For the avoidance of doubt, business trips whether incidental or otherwise are not covered under this Policy.

3.50 Unattended

Leaving Your Personal Property 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.

3.51 Valuables

Jewellery, items made of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, electronic and electrical equipment of any kind (including but not limited to transferable media, mobile phones, laptops, headphones and tablets) telecommunications and video equipment.

3.52 Waiting Period

The period of consecutive days stated in the Schedule during which no benefits are payable for Total Disablement commencing on the first day of disablement after medical treatment is sought for a Bodily Injury.

3.53 We, us, our

ATC Insurance Solutions Pty Ltd acting for and on behalf of certain Underwriters at Lloyd's.

3.54 You, Your

The person or company named as the Insured in the Schedule.

Section B - Extent of Cover

In consideration of the payment of the Premium by the Premium Due Date and subject to the Scope of Cover and the terms, conditions and exclusions of this Policy, We will pay the benefits specified under the 'Insured Events' section of this Policy.

INSURED EVENTS

4.1 Medical, emergency travel and Rescue Expenses

4.1.1 Overseas Medical Expense, Medical Evacuation and Repatriation

If a Covered Person suffers a Bodily Injury or Sickness during the Scope of Cover, We will pay You or the Covered Person for the Medical Expenses incurred outside of the Covered Persons Country of Residence, Emergency Travel Expenses and Rescue Expenses charged as a direct result of this. We will pay these expenses for up to 12 months from the date of the Bodily Injury or Sickness, up to the Sum Insured shown on the Schedule.

4.1.2 Ongoing Medical Expenses

We will pay ongoing Medical Expenses incurred after a Covered Person has returned to their Country of Residence for the treatment of a Bodily Injury or Sickness for which treatment was first sought and received whilst on a Trip outside their Country of Residence, unless excluded under General Exclusion 5.3, up to \$10,000.

4.1.3 Funeral Expenses

If the Covered Person dies, We will pay the costs of transporting their body or ashes and their personal belongings back to the Country of Residence. Alternatively, We will pay expenses, up to \$10,000, for Funeral Expenses abroad.

4.1.4 Dental Expenses

We will pay up to \$10,000 for dental expenses if they result from an emergency or Bodily Injury. We will only pay for natural teeth and up to \$500 for each tooth.

Exclusions applicable to Insured Event 4.1

We will not cover any claim resulting from the following:

- (a) A Covered Person travelling against the advice of a Medical Practitioner, when they are unfit to travel, or after a terminal prognosis has been given (that is, the Covered Person has been told they have a terminal condition which they will not recover from).
- (b) A Covered Person being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach or their handling agents.
- (c) Any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.
- (d) Any expenses incurred more than 12 months after the date the Covered Person suffers the Bodily Injury or Sickness.
- (e) Any loss that is also covered by any other valid and collectable insurance.
- (f) A terminal illness diagnosed prior to the Trip.

4.2 Cancellation or curtailment, travel delay and replacement

4.2.1 Cancellation or curtailment and Additional Expenses

We will pay You or a Covered Person up to the Sum Insured shown on the Schedule if a Trip within the Scope of Cover has to be cancelled, curtailed or rearranged as a direct result of:

- the unexpected death of a Covered Person or a Bodily Injury or Sickness of a Covered Person for which a Medical Practitioner has certified that the Bodily Injury or Sickness will prevent a Covered Person from taking the intended Trip; or
- any other unforeseen cause outside of Your or a Covered Person's control unless otherwise stated in this Policy.

We will reimburse You or a Covered Person up to the Sum Insured shown on the Schedule for:

- a) the non-refundable portion of unused travel and accommodation arrangements scheduled to be used by the Covered Person during the Trip, that the Covered Person has paid in advance of cancellation and cannot recover in any other way;
- b) the unused transport and accommodation costs and other Expenses if the Trip has to be curtailed after it has started, which:
 - have been paid or will have to be paid; or
 - cannot be recovered from elsewhere.
- c) the extra costs of travel and accommodation which cannot be recovered if pre-booked travel arrangements in connection with a Trip have to be altered after the Covered Person leaves their Home or usual place of employment. These costs must be necessary to allow the Covered Person to continue the Trip or return to their Country of Residence.
- d) the value of frequent flyer or similar air points lost following cancellation of services which were purchased using frequent flyer or similar air points. The amount payable will be calculated as follows:
 - If the airline will not refund the points, We will pay the cost to have the points reinstated with the airline; or
 - If the airline will only refund a portion of the points, We will pay the cost to have the points reinstated with the airline, less the portion of points refunded back to You or a Covered Person.

For the above to become payable:

- the reason for cancellation must be covered under this Insured Event;
 - the loss of such points cannot be recovered from any other source; and
 - before You or a Covered Person submit a claim You or they must first request the airline to refund the points.
- e) the reasonable costs of rescheduling your Trip. The most we will pay for rescheduling your Trip is the unrecoverable amount that would have been payable under 4.2 a) and b) had your Trip been cancelled.

The maximum amount We will pay for all claims arising from one event or the same originating cause will not exceed the aggregate Sum Insured shown on the Schedule.

Where a Policy involves a single Trip during the Policy Period, the cancellation cover operates from the date of registering the Trip using the online portal, providing such Trip falls within the Policy Period.

4.2.2. Travel Delay

If the ship, aircraft or train which a Covered Person is booked to travel on to get to their planned destination is delayed because of a strike, industrial action, poor weather conditions or mechanical breakdown, We will pay \$60 for every hour, after the first six hours, that the Covered Person is delayed. The most We will pay is \$600.

4.2.3 Replacement

We will pay You or a Covered Person up to the Sum Insured shown on the Schedule if a Covered Person has to return Home before a Trip is scheduled to finish as a direct result of any unforeseen cause outside Your or a Covered Person's control.

We will pay the necessary extra travel and accommodation costs to return the Covered Person to their Home. However, We will not pay any amount which You or a Covered Person can recover from elsewhere.

Exclusions applicable to Insured Event 4.2

We will not cover any claim for cancellation or curtailment, travel delay or replacement resulting from the following:

- (a) The disinclination, or change of mind, of You or a Covered Person, deciding not to travel or not to continue a Trip within the Scope of Cover.
- (b) A Covered Person being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach or their handling agents.
- (c) If You end a Covered Person's membership with You within 31 days of a pre-booked Trip during the Scope of Cover.
- (d) If You end a Covered Person's membership with You once a Trip within the Scope of Cover has commenced.
- (e) If any company (or their agent) acting for You or a Covered Person fails to provide transport or accommodation.
- (f) Any regulations made by a public authority or government.
- (g) Any Expenses arising if a Trip within the Scope of Cover was, or was due to be, taken against the advice of a Medical Practitioner, when the Covered Person was unfit to travel, or for the purpose of getting medical advice or treatment abroad.
- (h) Any claim for cancellation if a ship, aircraft or train is delayed and a Covered Person fails to check in according to the itinerary supplied, unless the failure was due to strike or industrial action or a delay by an airline resulting in a missed connection.
- (i) Any loss that is also covered by any other valid and collectable insurance.
- (j) Any loss resulting from the unexpected death of a Covered Person's Dependant or a close relative (parent, grandparent or sibling) that is related to a Pre-Existing Medical Condition.

- (k) Any loss as a result of a Mental Disorder unless diagnosed by a Medical Practitioner for which the Covered Person has been assigned a mental health treatment plan and is confirmed by a Medical Practitioner that such Mental Disorder prevents the Covered Person from travelling.
- (l) Any loss as a result of bookings made after:
 - i. a World Health Organisation warning is issued which recommends against travelling to an intended destination
 - ii. an Australian government travel advisory of 'Do Not Travel' is issued via the Department of Foreign Affairs and Trade recommending against travel to all or parts of the intended destination

4.3 Personal liability

Cover

We will pay up to the Sum Insured on the Schedule for any one event or series of events leading to You or a Covered Person becoming legally liable to pay claims for Bodily Injury to a person, or loss of or damage to property, which happens during the Scope of Cover.

Exclusions applicable to Insured Event 4.3

We will not cover any claim resulting from the following:

- (a) Bodily Injury to any person who is under a contract of employment, service or apprenticeship with You or a Covered Person if the injury results from that contract with You or a Covered Person.
- (b) Bodily Injury to any member of a Covered Person's family or anyone who lives with them.
- (c) Liability arising in any way in connection with the use of any Mechanically Propelled Vehicle, aircraft (including drones) or motorised watercraft.
- (d) Liability arising in connection with an animal belonging to, or being in the care, custody or control of, a Covered Person.
- (e) Liability arising in connection with You or a Covered Person:
 - i. owning, possessing or occupying land, buildings, property or caravans which cannot be moved, other than living in them temporarily;
 - ii. committing any deliberate, malicious or unlawful act;
 - iii. carrying on any trade, business or profession; or
 - iv. being involved with, taking part in, result from or arising out of participation in any sport, game, match, practice, training, trial, contest, competition or race.
- (f) Accidental loss of or damage to property belonging to, held in trust by, or in the custody or control of You or a Covered Person, any of Your or their Employees, or any member of their family or household.
- (g) Liability which You or a Covered Person has under any contract, unless You or the Covered Person would have had that liability anyway.
- (h) Liability which payment should be claimed for under a more specific contract of insurance in Your or a Covered Person's name.
- (i) A Covered Person having a Mental Disorder or form of dementia.
- (j) Any liability that is also covered by any other valid and collectable insurance.

- (k) Sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV), however these have been acquired or may be named.

Conditions applicable to Insured Event 4.3

You or a Covered Person must, without delay and in any event within 3 days of receipt, send Us every communication about a claim against You or a Covered Person (including any writ, summons or claim form) without answering it first. If legal proceedings are under way, You or a Covered Person must tell Us without delay and take all reasonable steps to reduce the costs of these proceedings as far as possible. You or a Covered Person must not admit any liability, or make, arrange, offer or promise any payment without Our written permission.

4.4 Personal property and Travel Documents

4.4.1 Baggage and Personal Property

If a Covered Person accidentally loses, has stolen or damages Personal Property during the Scope of Cover, We will pay You or the Covered Person:

- (a) the cost of replacing or repairing that property to a condition no better than the condition at the time of loss, damage or theft, or
- (b) the value of an item in cash subject to depreciation being applied

whichever the lessor.

The maximum amount We will pay for all claims arising from one event or the same originating cause will not exceed the Sum Insured shown on the Schedule, subject to the applicable excess.

4.4.2 Emergency Personal Property

If the Covered Person's Personal Property is temporarily lost for more than four hours, We will pay up to \$2,000 towards the cost of buying or hiring essential replacement items. If the Personal Property which has been temporarily lost becomes permanently lost and this results in a claim, We will take the amount We have already paid for the temporary loss from the payment for permanent loss.

4.4.3 Travel Documents

If, during the Scope of Cover, a Covered Person loses or damages their passport, animal passport, visa, travel tickets or other essential travel documents, We will pay You or them the necessary costs of replacing them. We will pay up to \$2,000.

Depreciation

Where an item, article or set can't be replaced or repaired, and where otherwise the circumstances of a claim suggest it reasonable to do so, a cash payment will be offered.

Where cash payments are offered, an annual depreciation rate is applied to the original purchase price of an item, article or set up to a maximum of 75% in consideration of the age and wear and tear of an item, article or set.

The following annual depreciation rates will apply:

Camping, sporting and leisure equipment, musical instruments, clothing, footwear, personal effects, baggage, glasses, and jewellery	12.5%
Personal or laptop computers, communication or photographic equipment, electronic equipment, tablets, mobile phones and headphones/earphones	22.5%
Toiletries including skin care, makeup, perfume, medication	40%

Items, articles or sets not listed above will be subject to depreciation being applied in line with average markets rates for the item, article or set.

Exclusions applicable to Insured Event 4.4

We will not cover any claim resulting from the following:

- (a) Loss or damage to any item, article or set in excess of \$2,000, unless We specifically agree beforehand.
- (b) Loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the vehicle they were being transported in.
- (c) Loss or damage caused by:
 - i. moth, vermin, wear and tear, weather or gradual deterioration;
 - ii. Mechanical or electrical failure or breakdown; or
 - iii. any process of cleaning, dyeing, restoring, repairing or alteration.
- (d) The theft or loss of an item, article or set if not reported to the police or Appropriate Authority as soon as possible.
- (e) Damage to an item should images of the damage not be provided or a specialist report on the damage not be available.
- (f) Any loss or damage while the property is in the custody of a carrier if You or a Covered Person do not report it to the carrier as soon as possible and get a report.
- (g) Loss or damage caused by customs or other officials delaying, detaining or confiscating the property.
- (h) Any loss or damage that is also covered by any other valid and collectable insurance or for which you or a Covered Person are entitled to received compensation from a travel provider
- (i) Loss or damage to:
 - i. sporting equipment or bicycles whilst in use.
 - ii. vehicles, their accessories or spare parts.
 - iii. Personal Property sent as freight or under an 'airway bill' or 'bill of lading'.
 - iv. Personal Property that has been left in a storage facility for over 72 hours.
 - v. Valuables and sporting equipment including bicycles whilst checked in as baggage with a carrier and outside the control of the Covered Person.
 - vi. Money, bonds and securities of any kind.
 - vii. Computed screens, computer software or applications.
 - viii. Valuables whilst left unattended in a motor vehicle or motor home.
 - ix. Personal Property left in a tent or caravan.
 - x. Any items used predominantly for the purposes of employment or in order to earn an income by You or a Covered Person.
 - xi. Personal Property left Unattended or that occurs because you do not take reasonable care to protect it.
- (j) Any loss where adequate proof of ownership can't be provided such as photos or original receipts.
- (k) Any loss resulting from the mechanical or electrical breakdown of an item, article or set.

4.5 **Money**

Cover

We will pay You or a Covered Person for the loss or theft of Money or travel tickets, or financial loss which You or they suffer as the result of fraudulent use of credit cards, debit cards or charge cards during the Scope of Cover. We will pay up to the Sum Insured shown on the Schedule.

We will cover foreign currency and traveller's cheques bought for a Trip within the Scope of Cover. The cover for these items will also apply from the time they are collected or 120 hours before departing on the Trip, whichever is later, and up to 120 hours after the Trip ends or they are paid into an account or cashed, whichever is sooner.

Exclusions applicable to Insured Event 4.5

We will not cover any claim resulting from the following.

- (a) Loss or theft of a credit card, charge card or cash card unless You, or a Covered Person, have kept to all the terms and conditions for the card.
- (b) Any loss due to devaluation of currency.
- (c) Any loss due to customs or other officials detaining or confiscating the Money.
- (d) Any loss not reported to the police or Appropriate Authority.
- (e) Any loss of cash while left unattended, unless it was in a locked hotel room, apartment or holiday home, safe or safety deposit box, and there is evidence of a forced entry.
- (f) Any loss of Money while in the custody of a carrier or whilst not being carried by a Covered Person.
- (g) Any loss or damage that is also covered by any other valid and collectable insurance.

4.6 **Legal expenses**

Cover

We will pay You or a Covered Person up to the Sum Insured on the Schedule for Legal Expenses incurred in making a claim for damages against someone else who has caused their Bodily Injury or Sickness, during the Scope of Cover, outside the Country of Residence.

Exclusions applicable to Insured Event 4.6

We will not cover any claim resulting from the following.

- (a) Any Legal Expenses incurred without Our written permission, which We will not withhold unless We have good reason to.
- (b) Any Legal Expenses for action against You, Us or Our agents, travel agents, tour operators, a Covered Person or a Covered Person's family.
- (c) Any Legal Expenses that are also covered by any other valid and collectable insurance.

Conditions applicable to Insured Event 4.6

We can appoint a Legal Representative to act on Your or a Covered Person's behalf. We will have direct access to the Legal Representative at all times.

4.7 **Hijack**

Cover

We will pay \$500 for each complete day that a Covered Person is forcibly or illegally held as the result of a Hijack which starts during the Policy Period. We will pay up to the Sum Insured stated in the Schedule.

Exclusions applicable to Insured Event 4.7

We will not cover any claim resulting from the following:

- (a) Paying a ransom.
- (b) A Covered Person committing any criminal act(s).
- (c) Any loss that is also covered by any other valid and collectable insurance.

4.8 **Political evacuation**

Cover

We will pay up to the Sum Insured on the Schedule for Evacuation and Repatriation Costs due to Political Evacuation or Political Instability.

Evacuation and Repatriation Costs will be paid only once for each (affected) Covered Person for each Political Event.

The maximum We will pay under this section is \$100,000 for any one evacuation and \$100,000 in total during the Policy Period for Evacuation and Repatriation Costs. We will also pay each (affected) Covered Person \$200 per day for a maximum of 30 days in respect of Expenses incurred as a result of any one evacuation.

Exclusions applicable to Insured Event 4.8

We will not cover any claim resulting from the following:

- (a) An alleged violation of the laws of the Host Country by You or a Covered Person.
- (b) The failure of You or a Covered Person to maintain and possess duly authorised and required documents and visas, unless We determine that such allegations were intentionally false, fraudulent and malicious and made solely to achieve political, propaganda and/or coercive effect upon or at Your expense or that of the Covered Person.
- (c) Any debt, insolvency, commercial failure, the repossession of any property or any other financial cause.
- (d) The non-compliance by You or a Covered Person with any obligation specified in a contract or license or the failure by You or a Covered Person to provide a bond or other security because of any liability assumed by You or a Covered Person under any contract, whether written or oral, unless Our specific consent (which will be endorsed on this Policy) is obtained prior to a Political Event.
- (e) Any shortfall in currency should an exchange rate be fixed by a legally constituted authority.
- (f) If you or a Covered Person is a citizen of the Host Country.
- (g) Any set of circumstances known to You or the Covered Person at the time of taking out or renewing this insurance or booking a trip where such set of circumstances could reasonably be expected to give rise to a claim.
- (h) Expenses paid which were part of the original travel budget.

- (i) If We or Our emergency assistance representatives decide that it is too dangerous to evacuate the Covered Person or it is illegal to do so.

Conditions applicable to Insured Event 4.8

You or a Covered Person must, without delay, contact the Emergency Assistance provider if an incident occurs which may result in a Political Event. No claim will be accepted unless the Emergency Assistance provider is contacted prior to any Evacuation and Repatriation Costs and Expenses being incurred.

4.9 Car hire excess waiver**Cover**

We will pay up to the Sum Insured stated in the Schedule for any one claim for any monetary excess or deductible that a Covered Person is legally liable to pay in respect of the loss of or damage to a rental vehicle hired by the Covered Person during the Policy Period.

Exclusions applicable to Insured Event 4.9

We will not pay for:

- (a) Any claim arising out of the loss of or damage to the rental vehicle in violation of the terms of the rental agreement.
- (b) Any claim due to wear and tear, gradual deterioration, damage from insects or vermin, characteristic fault, concealed defect or damage.
- (c) Any loss that is also covered by any other valid and collectable insurance.

Conditions applicable to Insured Event 4.9

The rental car must be rented from a licensed rental agency.

As part of the hiring agreement, the Covered Person must take up all comprehensive motor insurance or waivers offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the rental vehicle during the rental period.

The Covered Person must comply with all the requirements of the rental organisation under the hiring agreement and of the vehicle insurer.

4.10 Hospitalisation benefit**Cover**

We will pay up to the Sum Insured stated in the Schedule following the Hospitalisation of Covered Person, if a Covered Person suffers Bodily Injury or Sickness during the Policy Period which requires inpatient hospital treatment outside Australia.

The amounts shown in the Schedule are the most We will pay for any one claim. If a claim involves more than one Covered Person, these limits apply to each Covered Person.

Exclusions applicable to Insured Event 4.10

We will not pay for:

- (a) Any claim due to the Covered Person being refused travel by a carrier, having travelled against a carrier's policy or travelling contrary to the health and safety restrictions of a carrier or any publicly licensed sea vessel, train or coach.

For the purpose of this exclusion, any reference to a carrier includes their handling agents.

- (b) Any claim arising from a health condition of the Covered Person where such condition has already been the subject of a claim under this insurance.

- (c) Any loss which is also covered by any other valid and collectable insurance.

4.11 Personal Accident Cover

Cover

4.11.1 Total Disablement

We will pay a percentage of Income up to the maximum amount per week stated in the Schedule if as a result solely and directly of Bodily Injury, a Covered Person suffers Total Disablement that commences during a Trip and continues uninterrupted during the Waiting Period.

We will only pay up to the Maximum Benefit Period in respect of any one Bodily Injury.

4.11.2 Accidental Death and Capital Benefits (from Bodily Injury only)

If a Covered Person suffers an Accident during a Trip and this solely and directly results in a payable condition within 12 consecutive calendar months from the date of the Accident, We will pay the benefit set out in the compensation table below as a percentage of the Sum Insured stated in the Schedule.

Any benefit payable will be reduced by any other amount paid to the Covered Person for Total Disablement under this Policy arising from the same Injury which resulted in the payable condition.

A benefit payable will be paid to the Covered Person's legal personal representative in respect of the death of a Covered Person.

If a Covered Person would be entitled to claim a benefit under more than one of the payable conditions listed below arising out of the same Injury, We will only pay the benefit for one payable condition, which will be the highest applicable payable condition.

Compensation Table

Payable Condition	Percentage Payable
1. Death of a Covered Person	100%
2. Total And Permanent Disablement	100%
3. Permanent and total paraplegia	100%
4. Permanent and total quadriplegia	100%
5. Permanent total loss of or loss of use of sight of both eyes	100%
6. Permanent total loss of or loss of use of sight of one eye	100%
7. Permanent total loss of or loss of use of Two Limbs	100%
8. Permanent total loss of or loss of use of One Limb	100%
9. Permanent total loss of hearing in both ears	80%
10. Permanent total loss of hearing in one ear	20%
11. Permanent total loss of or loss of use of four fingers and a thumb (either hand)	75%
12. Permanent total loss of or loss of use of the lens of both eyes	100%
13. Permanent total loss of or loss of use of the lens of one eye	60%
14. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%

15. Permanent total loss of or loss of use of four fingers of either hand	40%
16. Permanent total loss of or loss of use of one thumb both joints (either hand)	30%
17. Permanent total loss of or loss of use of one thumb one joint (either hand)	15%
18. Permanent total loss of or loss of use of fingers of either hand three joints	10%
19. Permanent total loss of or loss of use of fingers of either hand two joints	7.5%
20. Permanent total loss of or loss of use of fingers of either hand one joint	5%
21. Permanent total loss of or loss of use of toes of either foot – all, one foot	
22. Permanent total loss of or loss of use of toes of either foot – big, both joints	5%
23. Permanent total loss of or loss of use of toes of either foot – big, one joint	3%
24. Permanent total loss of or loss of use of toes of either foot – other than big, each toe	1%
25. Fractured leg or patella with established non union	10%
26. Permanent shortening of leg by at least five cm	10%

Exclusions applicable to Insured Event 4.11

We will not pay for:

- (a) Any claim arising out of a Sickness.
- (b) Any benefits in excess of the Maximum Benefit Period.
- (c) Any benefits during the Waiting Period.
- (d) Any benefits beyond the date of a Covered Person's death, with the exception of Payable Condition 1.
- (e) Any loss that is also covered by any other valid and collectable insurance.
- (f) Death as a result of a Bodily Injury for which a workers' compensation benefit is payable.
- (g) Any benefits for Total Disablement if the Covered Person receives a benefit for the same Bodily Injury under another policy issued by Us.
- (h) Any benefits under Payable Condition 2 caused by or arising from a Mental Disorder (whether or not as a result of a Bodily Injury).

Conditions applicable to Insured Event 4.11

- (a) If a Covered Person is able to return to work in a reduced capacity, and that work is available, but declines to do so, then the Total Disablement benefit payable under this Policy will be reduced by 25%.
- (b) Total Disablement benefits will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day of Total Disablement.
- (c) If We inadvertently pay a Covered Person in excess of their entitlement to weekly benefits, We reserve the right to recover that overpayment, including by deducting the excess amount from any amounts subsequently payable under this Policy in respect of the same Accident.
- (d) Total disablement benefits will be payable fortnightly in arrears, or such other period as may be agreed from time to time and case to case, commencing at the end of the first fortnight after the Waiting Period.
- (e) Weekly Benefits will be reduced by any other benefits or compensation the Covered Person is entitled to receive or entitled to claim for lost Income (whether a periodical payment, lump sum or otherwise, but not including any payment in respect of pain and suffering) from any other source as a result of the same condition.

If the Covered Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), or defers the payment of such claim or entitlement (including by

adjusting the waiting period applicable under another policy of insurance), the total amount of benefits under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim. Benefits or entitlements received from other sources after weekly benefits have been paid under this Policy must be refunded by the Covered Person to Us.

If the Covered Person does not actively and continuously pursue all benefits, compensation or damages from all other sources in relation to lost Income, we will not pay weekly benefits to the Covered Person, unless the Covered Person provides us with evidence to our satisfaction that any such claims for benefits, compensation or damages do not have any reasonable prospect of success.

Section C - General Exclusions

The following exclusions apply to the whole of this insurance in addition to any special exclusions which apply to an individual Insured Event of this Policy.

5.1 This insurance does not cover death, disability, liability or loss directly or indirectly caused or contributed to by, resulting from or in connection with the following:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- (b) The actual or threatened malicious 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.
- (c) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
- (d) An act of terrorism.
- (e) You or a Covered Person taking part in a riot or civil commotion.
- (f) You or a Covered Person engaging in or taking part in armed forces service or operations.
- (g) You or a Covered Person's Suicide, attempted suicide or intentional self-injury.
- (h) You or a Covered Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
- (i) A chronic pain syndrome, including but not limited to, Chronic or Complex Regional Pain Syndrome or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
- (j) You or a Covered Person being under the influence of alcohol or non-prescribed drugs or abusing prescribed drugs.
- (k) You or a Covered Person taking part in any criminal act or acting maliciously.
- (l) You or a Covered Person taking part in any aerial activity unless as a passenger in a properly licensed aircraft.
- (m) An Infectious or Contagious Disease, or the fear of threat or an Infectious or Contagious Disease which:
 - i. is notifiable to the government or a local authority under any law, order, act or statute; and/or
 - ii. is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization;

after the date of any such notification or declaration described above.

However, this exclusion does not apply to Insured Events 4.1, 4.2 and 4.10 of this Policy if:

- i. a Covered Person suffers from Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation of 14 days prior to the commencement of a Trip, or whilst on a Trip; or
 - ii. a Relative is hospitalised from Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation of 14 days prior to the commencement of a Covered Person's Trip, or whilst a Covered Person is on a Trip; or
 - iii. a Covered Person or Relative dies from Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation of 14 days prior to the commencement of a Covered Person's Trip, or whilst a Covered Person is on a Trip:
- (n) 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 insured events 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:

- Insured Event 4.1 - Medical, emergency travel and rescue expenses
 - Insured Event 4.2 - Cancellation or curtailment, travel delay and replacement
- (o) A Pre-Existing Medical Condition.
- (p) A Trip to Excluded Territories.
- (q) Any loss occurring in international waters whilst on a private sail vessel or privately registered sail vessel.
- (r) Pregnancy or childbirth, unless caused by a medical complication.
- (s) Your or a Covered Person's failure to undertake reasonable precautions to avoid or minimise any loss.
- (t) A Trip being undertaken for the purpose of obtaining medical treatment or advice of any kind.
- (u) Any trip not registered with Us prior to the commencement of travel.
- (v) Any consequential loss (any loss which happens as a result of, or is a side effect of, an event insured under this policy) or loss of enjoyment.
- (w) operating a motor vehicle (including motorbikes, mopeds, scooters and similar) or powered watercraft unless:
- i. You or a Covered Person has the relevant Australia licence, and

ii. is not under the influence of intoxicating liquor or of a non-prescribed drug

- (x) Downhill mountain bike riding, BMX bike riding, jet skiing, BASE jumping, scuba diving (unless You or the Covered Person holds a open water diving licence or were diving under licensed instruction), trampolining or competing in time trial or racing events (other than on foot).
- (y) the employment of a Covered Person unless such employment results in a claim under section 4.2 Cancellation or curtailment, travel delay and replacement.

5.2 We will not pay for any Excess under this Policy.

5.3 We will not pay any benefit that, if paid, would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth) or any applicable legislation (whether in Australia or overseas). This includes any gap between a Medicare rebate or payment and the total amount paid by a Covered Person.

5.4 We will not pay any claim for surgery or treatment that is intended to prevent a Sickness or condition (other than necessary surgery or treatment recommended by a suitably qualified medical specialist to prevent the Covered Person developing a potentially life threatening disease), elective or cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery or treatment or surgery that is not medically necessary.

5.5 We will not pay any claim or part of a claim which we are prohibited by law from paying within Australia or the country in which the claim occurs.

5.6 We will not pay any claim under Category A of the Schedule if a Covered Person has not held a continuous financial membership with the Insured for 12 months or more immediately prior to the date their Trip is registered with Us. Further, it is a requirement of this Policy that a Covered Person's financial membership continues uninterrupted from the date their Trip is registered until the end of their Trip.

Section D - General Conditions

The following conditions apply to the whole of this insurance.

6.1 If You do not keep to the Policy conditions

We will not pay a claim if You or a Covered Person have not kept to a condition of this Policy and this results in a claim, unless You or the Covered Person can prove that the breach in no way could have increased the risk of such claim.

6.2 Arbitration

If We accept a claim but disagree over the amount due to You or a Covered Person, the matter will be passed to an arbitrator who both You and We agree to. When this happens, the arbitrator must make a decision before You can start proceedings against Us.

6.3 Associated companies and change in risk

If this contract of insurance covers associated companies, You must give Us a list of those companies. If, during a Policy Period, You change Your business activities from those described in the business description on the Schedule, You must tell Us.

6.4 Cancellation and Cooling-off Provisions

(a) Cancellation by the Insured during Cooling-Off Period:

The Insured has the right to cancel the Policy by notifying Us in writing within fourteen (14) days of the date the Policy was issued to the Insured (Cooling-Off Period). The Insured is entitled, during the Cooling-Off Period, to a complete refund of the amount the Insured has paid for the Policy. If the Insured choose to cancel the Policy during the Cooling-Off Period, We will treat the Policy as never having existed.

The Insured is not entitled to a refund if, during the Cooling-Off Period, the Policy has already expired or if the Insured has made a claim under the Policy.

(b) Cancellation by the Insured after Cooling-Off Period:

The Policy may be cancelled by the Insured at any time by giving notice in writing to Us. Such cancellation will be effective from the date upon which We physically receive Your notice. Upon receipt of such notice the Insured will be entitled to a refund of Premium on a proportional rate basis for that portion of the Policy not utilised, less any administration fees, imposed by Us, and any Government taxes or duties We are unable to recover.

(c) Cancellation by Us:

The Policy may be cancelled by Us in accordance with the provisions of the *Insurance Contracts Act 1984*. The Insured will be entitled to a pro rata refund of Premium for that portion of the Policy not utilised less any administrative fees, imposed by Us, and any Government taxes or duties We are unable to recover.

Subject at all times to Us retaining any minimum Premium amount, as stated in the Schedule if applicable, in force at the time of cancellation.

In the event that the Insured has made a claim or notification under the Policy, the Insured will not be entitled to a pro-rata refund for any unused portion of the Premium.

Should the Policy be issued on a seasonal basis, this will be considered when calculating a pro-rata refund of premium.

6.5 Fraudulent claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by You, a Covered Person, or anyone acting on Your or their behalf to obtain any benefit under this Policy, or if any loss is caused by Your or a Covered Person's wilful act or connivance, We, without prejudice to any other right(s) We might have under this Policy, will be entitled to refuse to pay such claim.

6.6 Reasonable care

You and each Covered Person must take all reasonable steps to avoid or reduce any loss, damage or Bodily Injury as far as possible. You and a Covered Person must also make every effort to recover any property which has been lost.

6.7 Transferring this policy

You cannot transfer the benefit of this Policy to anyone else or use this contract of insurance as security or guarantee for a mortgage or commitment of any kind.

6.8 Currency

All amounts shown in the Schedule and policy wording are stated in Australian Dollars (AUD). Any claims made under this Policy will be paid in Australian Dollars (AUD) using the currency exchange rate at the time of an Insured Event or when an Expense was incurred.

6.9 Other insurance

In the event of a claim, You or a Covered Person need to notify Us of any other insurance or scheme You or the Covered Person are entitled to claim under, have access to or receive a benefit from, which covers the same Insured Event.

6.10 Australian law

Your Policy is governed by the laws of the Commonwealth of Australia and any dispute or action in connection with Your Policy will be conducted and determined exclusively by the courts of the Commonwealth of Australia.

The language of this policy and all communications relating to it will be in English.

6.11 Subrogation

If We make payments under the Policy to You or a Covered Person, to the extent You or a Covered Person may have a cause of action for damages against any other person arising out of the Insured Event giving rise to indemnity under this Policy, We retain the right of subrogation and repayment by way of an action to be brought in the name of You or the Covered Person against the third party.

Both You and the Covered Person must provide reasonable assistance to Us in pursuing any such rights.

If You or a Covered Person brings a claim for damages in Your or their own name against another person arising out of the Insured Event giving rise to indemnity under this Policy and You or the Covered Person is successful in recovering damages against the other person then You or the Covered Person will repay to Us out of any such award of damages any sum awarded for the same period during which the Covered Person received benefits under this Policy for the same Insured Event up to the full amount of the benefits paid under this Policy.

We will provide reasonable cooperation to the Covered Person or their legal advisers in bringing any such action.

6.12 Several Liability Notice

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

6.13 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6.14 Service of suit

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.

6.15 Third Party Rights

Subject to any rights a beneficiary may have pursuant to the *Insurance Contracts Act 1984* (Cth), no third party will be able to enforce any rights under this Policy.

6.16 Change in risk and business activities

If You change Your business activities which results in an increase in the risk of a claim under the Policy, You must notify Us as soon as reasonably practicable however no later than 30 days after the change in risk or business activities.

When We are notified of a change We will tell You if this affects Your Policy. For example We may cancel Your Policy in accordance with the Cancellation Provisions, amend the terms of Your Policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.