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**Accident & Health International Underwriting Pty Ltd**

**GROUP PERSONAL ACCIDENT AND CORPORATE TRAVEL PLAN**

**Product Disclosure Statement (PDS)**

**Accident & Health International (A & H International)**

Accident & Health International Underwriting Pty Limited ABN 26 053 335 952, (AFS licence no. 238261), is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of Allianz Australia Insurance Limited ABN 15 000 122 850 (AFS Licence no. 234708). A & H International has full authority to quote and issue contracts of insurance, collect premiums and pay claims as agent of Allianz Australia.

If you have any queries about this policy you should contact A & H International. Their contact details are at the end of this PDS.

**The Insurers**

The Insurers of the Policy are:

- Allianz Australia Insurance Limited for sections 1 to 11, and
- Allianz Australia Life Insurance Limited for Section 12.

Allianz Australia is a member of the Allianz Group, one of the world's largest insurance and financial service providers and their contact details are at the end of this PDS.

**What is a Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'we', 'our' or 'us' means Allianz Australia Insurance Limited or Allianz Australia Life Insurance Limited.
- 'you' means the person who will be named in the policy schedule as the insured.
- 'insured person' means the person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The insured person and the type of cover chosen will be set out on the policy schedule.

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## **Policy Covers**

You can choose from any of the twelve (12) different cover sections. Cover is provided for you and the insured persons set out on the policy schedule while they are travelling.

The cover sections are:

- Section 1 – Personal Accident
- Section 2 – Medical Expenses
- Section 3 – Additional Expenses
- Section 4 – Loss of Baggage and Personal Effects
- Section 5 – Loss of Deposits and Cancellation Charges
- Section 6 – Kidnap, Detention, Extortion and Ransom
- Section 7 – Extra Territorial Workers' Compensation
- Section 8 – Hire Car Excess Expenses
- Section 9 – Alternative Employee Expenses
- Section 10 – Personal Liability
- Section 11 – Evacuation Cover and Personal Safety (Dynamiq Assist)
- Section 12 – Life Insurance

## **Age Limits**

There are certain age limits which apply to this policy. There is no cover for any person over the age of 85 years for Sections 1-11 and no cover for any person over the age of 65 years for Section 12. If you choose cover under Section 1 (Personal Accident and/or Sickness), then the compensation paid if the insured person is under 19 years of age for Insured Events 1 to 19 will be 10% of the sum insured set out in the policy schedule unless otherwise specified.

## **The Most We Will Pay**

When you choose which cover you want under the policy, you must also choose a sum insured for each Section of the policy you have selected. The maximum we will pay for a claim under the policy is the sum insured shown for that Section as set out in the policy schedule.

The most we will pay for all claims under this policy during any period of insurance is set out under the heading 'Limit of Liability' on the policy schedule. The Limit of Liability does not apply to Section 2 (Medical Expenses) or Section 10 (Personal Liability). Once the Limit of Liability has been completely used to pay a claim, you will need to pay us a further premium to reinstate the cover under the policy.

## **Choosing a Sum Insured**

It is important that you ensure that you have selected a sum insured for each cover which provides you with sufficient protection for your needs.

## **Emergency Assistance Company AHI Assist**

We have organised for some extra services to be provided to the insured person if there is a medical emergency or political, natural disaster or personal safety issue while travelling. These services are provided by Our emergency assistance companies. Just telephone on the toll free number set out on the Emergency Identification Card which is given to the insured person before they travel.

The services include:

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## Medical

- pre-travel advice about health issues;
- case management service if hospitalised;
- emergency assistance worldwide;
- arranging transport to a medical centre for the insured person if they are unwell;
- arranging for evacuation and transport home.

## Political, Natural Disaster Evacuation and Personal Safety

- pre-travel advice about security and emergency information;
- web-based travel guides;
- protection in real time situations of personal danger and threats.

## Significant Conditions Affecting Kidnap, Detention, Extortion and Ransom (Section 6)

If you are kidnapped detained or there is an extortion threat and you have cover under Section 6, you must:

- try not to tell the kidnappers about this cover;
- try to confirm that a kidnapping has occurred before making any ransom payments and keep a record of the serial numbers of anything paid to the kidnappers;
- notify the relevant law enforcement agency of a ransom demand before paying the monies and follow their instructions where they appear to be in the best interests of the kidnapped person;
- advise us as soon as possible that a kidnapping has occurred;
- do all things necessary to ensure that anyone involved in the kidnapping is prosecuted;
- Make contact with Dynamiq Assist who will act as a negotiator with the kidnapper.

We will make no payments under this cover unless ransom monies have been paid by you. If you are reimbursed any part of the ransom after we pay you, then you must return that amount to us.

## Significant Conditions Affecting the Extra Territorial Workers' Compensation (Section 7)

If you have cover under Section 7 (Extra Territorial Workers' Compensation Cover), you must:

- have a current workers' compensation insurance policy in Australia as required by law;
- give us all information and documentation you have about any claim lodged by an insured person;
- authorise your workers' compensation insurer(s) to release information to us when requested.

## What You Are Not Covered For

There are certain times when there is no cover under the Corporate Travel Plan policy which means we may refuse to pay your claim. Each section of the policy wording has exclusions that apply to the specific cover. In addition, the following exclusions apply to all sections of the policy.

We will not pay any claim caused by or arising out of:

1. the insured person engaging in air travel except as a passenger in any properly licensed aircraft;
2. a deliberately self-inflicted injury, including suicide or attempted suicide whether sane, insane or under any mental distress;
3. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in your country of domicile, Iraq or Afghanistan;

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4. the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
  5. a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;

### **The Cost of Your Policy and Paying For Your Insurance**

The cost of your policy will be shown on the quotation we give you, once we have received all required information from you. The cost of your policy is calculated based on the policy period, the type of cover you choose, the length of the travel and the destinations.

The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and Stamp Duty, where applicable.

### **Your Duty of Disclosure**

When you apply for insurance you need to tell us certain information which would affect our decision to insure you. If you do not give us this information, it may affect your policy. The duty of disclosure appears in full below; please ensure you read this duty.

The duty of disclosure notice will also appear on your renewal invitation and the duty of disclosure also applies to any endorsements or variations you ask for.

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### **Non disclosure**

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Taxation Implications**

Depending upon you or your company's entitlement to claim Input Tax Credits under this policy, we may reduce the payment of your claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly disability benefits, for example under Section 1 (Personal Accident and/or Sickness) in this policy, is subject to personal income tax and it is your responsibility to declare such benefit when completing your usual tax return.

Consult your tax accountant if you have any questions about your particular circumstances.

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## **Making A Claim and Your Excess**

An excess of \$250 for each and every claim under Section 4 (Loss of Baggage and Personal Effects) applies to personal computers, laptops, cameras and camera equipment, and all electronic equipment including mobile phones, personal digital assistants (PDA), electronic organisers and other hand held computers. There are no other excesses which apply to this policy unless stated on your policy schedule.

If you need to make a claim please send a written notice of claim to A & H International within 30 days of the date of the incident occurring or as soon as reasonably possible. A & H International will send you a copy of our claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

At any time after a claim has been lodged we may conduct enquiries into the circumstances of the claim. We may ask for medical examinations or, in the event of death, we may request an autopsy. This will be done at our expense.

Any payments will be made in the same currency as the premium quoted.

Once a payment is made under this policy, we may attempt to recover the amount we have paid to you if we find someone else is responsible for the loss or damage. We will do this in your or the insured person's name. We may also need to defend you, or the insured person, if someone else alleges you caused them loss or damage. You and the insured person need to co-operate with us.

## **Cooling-Off**

If you decide that you do not want the policy, you have a cooling off period of 21 days from the date on which the policy was issued to cancel the policy. You must tell us in writing that you wish to cancel the policy and we will repay the full amount of premium to you. If you choose to use the cooling-off period, then we will treat the policy as never having existed.

You cannot use this cooling-off period if the insured person has started their travel, the policy has already expired or if there has been a claim made under the policy.

## **Dispute Resolution**

We and A & H International will do everything possible to provide a quality service to you. If you have any concern or complaint, A & H International staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, A & H International has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager - see contact details at the end of this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim for Sections 1-11, you may take your complaint to the Insurance Ombudsman Service Limited (IOS), an independent and external dispute resolution body. Access to the IOS process is free of charge to you. In addition, although Allianz Australia is bound by the IOS's decision, you are not and you can pursue the matter elsewhere if you wish. If the dispute relates to Privacy it may be referred to the Privacy Compliance Committee of the IOS.

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Please contact A & H International if you would like further information about the IOS or contact:

Insurance Ombudsman Service Limited  
PO Box 561  
Melbourne VIC 8007  
Telephone: 1300 780 808  
Email: [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au)  
Web: [www.insuranceombudsman.com.au](http://www.insuranceombudsman.com.au)

If you are not happy with Our decision and it relates to a claim for Section 12 Life Insurance, you may refer your claim to the Financial Institutions Complaints Service and independent dispute resolution service. They can be contacted on 1300 780 808.

## Privacy

We are committed to protecting your privacy. We use the information you provide us to quote on your application for a policy, to provide the insurance, administer the policy and assess and manage any claims. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy.

If you do not provide us with full information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time. Such application should be directed to A & H International in writing where it will be considered by their internal Privacy Disputes Department.

If you provide us with personal information about anyone else, we rely on you to have their consent if you will be providing their information to us, and that you have told them to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, please visit our website to obtain a copy: [www.acchealth.com.au](http://www.acchealth.com.au)

## Contact Details

Accident & Health International Underwriting Pty Limited  
ABN 26 053 335 952  
AFS Licence No: 238261  
Level 4, 33 York Street  
SYDNEY NSW 2000

Telephone: (02) 9251 8700  
Fax: (02) 9251 8755  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)

## The Insurers

Allianz Australia Insurance Limited  
ABN 15 000 122 850  
AFS Licence No: 234708  
2 Market Street  
SYDNEY NSW 2000

Telephone: 132 664  
Website: [www.allianz.com.au](http://www.allianz.com.au)

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Allianz Australia Life Insurance Limited  
ABN 27 076 033 782  
AFS Licence No: 296559  
2 Market Street  
SYDNEY NSW 2000

Telephone: 131 000  
Website: [www.allianz.com.au](http://www.allianz.com.au)

This Product Disclosure Statement was prepared on 1<sup>st</sup> June 2008. A & H International are authorised by Allianz Australia Insurance Limited to distribute this Product Disclosure Statement.

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## GROUP PERSONAL ACCIDENT AND CORPORATE TRAVEL PLAN

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### Non disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### IMPORTANT INFORMATION

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

This Plan consists of several Sections. An Insured Person is covered for insurance under those sections selected by You as indicated in the Schedule.

We hereby agree to insure such person or persons as You shall nominate from time to time on the terms and conditions and subject to the exclusions set out in this Plan.

There is a maximum amount payable under each Section of the Plan with respect to each Insured Person, and with respect to all claims payable under this Plan during each Period of Insurance. The limits of the Sum Insured under each Section are stated in the Schedule.

If You are not entirely satisfied with this Plan You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt. We will refund Your premium and the Plan will be treated as though it never existed.

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## IMPORTANT DEFINITIONS

The following important definitions apply to each Section of this Plan:

**INSURED PERSON** is any person nominated by You from time to time for the insurance cover selected by You and with respect to whom a premium has been paid.

**DIRECTORS** has the meaning given to it in the Corporations Act 2001 (Cth).

**FAMILY** means the Insured Person's spouse and any unmarried dependant children, stepchildren or legally adopted children who are living with the Insured Person and who are under 19 years of age or under 25 years of age if they are a full-time student and primarily dependent on the Insured Person for maintenance and support.

**INSURED TRAVEL** means travel being carried out as described in the Schedule. Insured Travel does not include any travel that exceeds six (6) months.

**PERIOD OF INSURANCE** is the period referred in the Schedule.

**ARRANGEMENT DATE** is the date cover was arranged by Us.

**SCHEDULE** includes any current Schedule or renewal or variation of this Plan.

### INSURER

- a. in relation to Sections 1-11 means Allianz Australia Insurance Limited, ABN 15 000 122 850, of 2 Market Street, Sydney, New South Wales, 2000, Australia;
- b. in relation to Section 12 means Allianz Australia Life Insurance Limited, ABN 15 000 122 850, of 2 Market Street, Sydney, New South Wales, 2000, Australia.

**A & H INTERNATIONAL** means Accident & Health International Underwriting Pty Ltd, AFS Licence No. 238261, ABN 26 053 335 952, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

**YOU/YOUR** is the Insured named in the Schedule.

**THE COMPANY** means Allianz Australia Insurance Limited, ABN 15 000 122 850, of 2 Market Street, Sydney, NSW, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

**WE/OUR/US** means Allianz Australia Insurance Limited or Allianz Australia Life Insurance Limited.

**NUCLEAR, CHEMICAL OR BIOLOGICAL TERRORISM** means terrorism which includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose).

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## SECTION 1 - PERSONAL ACCIDENT

### EXTENT OF COVER

If, whilst engaged in Insured Travel during the Period of Insurance and as a result solely and directly of:

1. Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits;
2. Sickness, You suffer from Temporary Total Disablement;

We will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury or Sickness (as the case may be).

### DEFINITIONS

For the purpose of this Section 1:

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means:

1. if You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances averaged over the period of twelve (12) months prior to the date Disablement commences;
2. if You are not an employee, Your gross weekly income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that income averaged over the period of twelve (12) months prior to the date Disablement commences.

INJURY means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

LOSS OF USE means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

PERMANENT as used with respect to disablement, means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

PRE-EXISTING CONDITION means:

1. in respect of Injury:  
a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy.

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2. in respect of Sickness:
    - i. a condition or side effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.
    - ii. a condition caused by a Pre-Existing Condition, that is, any medical condition that you have suffered from or been treated for, irrespective of whether a complete recovery has occurred.

SICKNESS means illness or disease which is not a Pre-Existing Condition and which must continue for a period of not less than seven (7) days from the date You first sought treatment for the Sickness from a legally qualified medical practitioner.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

## EXPOSURE

If as a result of an Injury occurring during the Period of Insurance and whilst engaged on Insured Travel the Insured Person is exposed to the elements and suffers from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay benefits accordingly.

## DISAPPEARANCE

If an Insured Person disappears following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which he or she was then travelling whilst on Insured Travel and his or her body has not been found within twelve (12) months after the date of disappearance, We shall pay a benefit on the basis that that person died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

Injury resulting directly in:

1. Death	1.	100%
2. Permanent Total Disablement	2.	100%
3. Permanent and incurable paralysis of all limbs	3.	100%
4. Permanent Total Loss of sight of both eyes	4.	100%
5. Permanent Total Loss of sight of one eye	5.	100%
6. Permanent Total Loss of use of two limbs	6.	100%
7. Permanent Total Loss of use of one limb	7.	100%
8. Permanent and incurable insanity	8.	100%
9. Permanent Total Loss of hearing in:		
a. both ears	9a.	100%
b. one ear	9b.	20%
10. Permanent Total Loss of four fingers and thumb of either hand	10.	80%
11. Permanent Total Loss of the lens of one eye	11.	60%
12. Permanent Total Loss of use of four fingers of either hand	12.	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13.	50%

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**INSURED EVENTS****THE COMPENSATION****being a percentage of the Sum Insured or the Sum Insured stated in the Schedule**

14.	Permanent Total Loss of use of one thumb of either hand		
	a. both joints	14a.	30%
	b. one joint	14b.	15%
15.	Permanent Total Loss of use of fingers of either hand		
	a. three joints	15a.	10%
	b. two joints	15b.	8%
	c. one joint	15c.	5%
16.	Permanent Total Loss of use of toes of either foot:		
	a. all - one foot	16a.	15%
	b. great - both joints	16b.	5%
	c. great - one joint	16c.	3%
	d. other than great, each toe	16d.	1%
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7.5%
19.	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	19.	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the benefits provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$50,000.
20.	Temporary Total Disablement caused directly and solely by Injury	20.	During such Disablement, the Weekly Compensation as specified or Salary as defined whichever is the lesser.
21.	Temporary Partial Disablement caused directly and solely by Injury	21.	40% of the amount payable for Event 20.
Broken Bone Benefits – Injury			
22.	a. Neck or spine (full break)	22a.	\$5,000
	b. Hip, pelvis	22b.	\$1,000
	c. Skull, shoulder blade	22c.	\$400
	d. Collar bone, upper leg	22d.	\$400
	e. Upper arm, kneecap, forearm, elbow	22e.	\$300
	f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	22f.	\$200
	g. Ribs	22g.	\$100
	h. Finger, thumb, toe	22h.	\$50
	Maximum compensation any one accident		\$5,000
23.	Temporary Total Disablement caused directly and solely by Sickness	23.	During such Disablement, the Weekly Compensation as specified or Salary as defined whichever is the lesser.
24.	Temporary Partial Disablement caused directly and solely by Sickness	24.	40% of the amount payable for Insured Event 23.

Benefit Period: Maximum 104 weeks from the date you first become entitled to the payment of weekly compensation.

**ADDITIONAL BENEFITS**

25. Rehabilitation Expenses  
We will pay, after the happening of an Event for Temporary Total Disablement under this Policy, expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's attending physician.

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Compensation under this provision will be limited to the actual costs incurred not exceeding one thousand (\$1,000) dollars per month and will be payable for a maximum of six (6) months.

26. Escalation of Claim Benefit

After payment of the compensation for Temporary Total Disablement continuously for twelve (12) months, We will increase the compensation by five (5) percent compound per annum while the benefit is being paid.

## **CONDITIONS AND LIMITATIONS**

1. Compensation shall not be payable for more than one of the Insured Events 1 to 19 in respect of the same Injury.
2. Any compensation payable for Insured Events 1 to 19 shall be paid in addition to any sum already paid for under Insured Events 20, 21 and 22 in respect of the same Injury.
3. After the occurrence of any of the Insured Events 2 to 8, all cover with respect to that Insured Person under this Section 1 shall cease other than any entitlement under Insured Events 20, 21 and 22.
4. Compensation shall not be payable:
  - 4.1 for Insured Events 20, 21, 23 and 24 in excess of a total period of one hundred and four (104) weeks from the date you first become entitled to the payment of weekly compensation in respect of any one Injury or Sickness;
  - 4.2 unless the Insured Person shall as soon as possible after the happening of any Injury giving rise to a claim under this Section 1, procure and follow proper medical advice from a legally qualified medical practitioner.
5. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any insurance plan.
6. Compensation payable to Insured Persons under nineteen (19) years of age for Insured Events 1 to 19 will be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.

## **EXCLUSIONS**

No benefits shall be payable with respect to any Insured Event which result from the Insured Person engaging in or taking part in training for professional sports of any kind.

## **SECTION 2 – MEDICAL EXPENSES**

### **EXTENT OF COVER**

1. If an Insured Person sustains an injury or suffers a sickness or disease and incurs Medical Expenses (as defined) whilst engaged on Insured Travel during the Period of Insurance We will pay those expenses provided they are incurred outside Australia.
2. We will pay on-going Medical Expenses incurred after the Insured Person returns to Australia provided they relate to a condition which first manifests itself during the period of Insured Travel.
3. We will also pay the expenses related to the Emergency Evacuation of an Insured Person provided such evacuation is recommended by a legally qualified medical practitioner and is authorised by the emergency assistance company or Accident & Health International Underwriting Pty Ltd.

Expenses relating to emergency evacuation will be based solely on medical severity and necessity.

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## **DEFINITIONS**

**MEDICAL EXPENSES** means expenses incurred within twenty-four (24) months from the date the first expense was incurred and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is required urgently. We will also pay those expenses incurred to repair, replace or adjust dentures provided such expenses relate to Injury of the Insured Person to a maximum of two thousand (\$2,000) dollars.

**EMERGENCY EVACUATION** means an evacuation due to medical treatment being immediately required and the medical condition being sudden and life threatening.

## **EXCLUSIONS**

We shall not pay for any medical or other expenses which:

1. Result from the Insured Person engaging in or taking part in or training for any professional sports of any kind;
2. Are incurred in relation to any condition which was known would require treatment during the period of Insured Travel;
3. Are recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable.
4. Are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.

## **ADDITIONAL BENEFITS**

### **Emergency Assistance Company**

An Insured Person is also entitled to the services of an Emergency Assistance Company in the event of a medical emergency or Sickness by using a toll-free or reverse-charge telephone number stated on Accident & Health International's Assistance Emergency Identification Card which we have made available to You.

Your Emergency Assistance Company provides many travel and emergency services, including:

1. Pre-travel advice on matters relating to health;
2. Case management if hospitalised;
3. Emergency assistance worldwide;
4. The arrangement for transport by road, aircraft or special air ambulance to an appropriate medical centre if this is required for treatment, accompanied if necessary by a doctor or nurse;
5. Arrangements for evacuation and transportation home if necessary.

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## SECTION 3 - ADDITIONAL EXPENSES

### EXTENT OF COVER

1. We will reimburse an Insured Person or other persons for additional and/or forfeited expenses reasonably and necessarily incurred provided such expenses are authorised by the emergency assistance company or Accident & Health International Underwriting Pty Limited and are as a direct consequence of:
  - 1.1 the Unexpected Death, Injury or Sickness of the Insured Person or a member of the Insured Person's travelling party (provided that all such persons are under the age of eighty-five (85) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those persons having to return to the point of origin of such travel;
  - 1.2 the Unexpected Death, Serious Injury or Sickness of a relative, business partner or co-director of the Insured Person (provided that all such persons are under the age of eighty-five (85) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those persons having to return to the point of origin of such travel. We will also pay for the return of the Insured Person so he/she can continue with his/her Insured Travel;
  - 1.3 the necessity on written advice of a medical practitioner for a Relative, friend, business partner or co-director of the Insured Person to travel to or remain with or escort him or her directly back to the point of origin of the Insured Travel if the Insured Person has suffered Injury or Sickness during the Insured Travel;
  - 1.4 any other unforeseen Injury or Sickness of the Insured Person happening after the commencement of Insured Travel which results in the Insured Travel being delayed or disrupted and which is outside the control of the Insured not otherwise excluded under this Section 3;
  - 1.5 loss of passport and/or travel documents.
2. If an Insured Person necessarily and reasonably incurs legal costs by reason of false arrest or wrongful detention by any Government or foreign power during Insured Travel, We will reimburse those legal costs up to fifty thousand (\$50,000) dollars for each Insured Person. We will also pay an amount of five hundred (\$500) dollars per day for every day the detention continues but not exceeding a period of thirty (30) days.
3. If Insured Travel is delayed or interrupted in excess of twelve (12) hours and the Insured Person is prevented from reaching his or her scheduled destination as a result of an aircraft on which he or she is travelling being hijacked, We will pay an amount of one thousand (\$1,000) dollars per day for every day the hijack continues but not exceeding a period of thirty (30) days.
4. If an Insured Person dies whilst engaged on Insured Travel, We will pay reasonable costs relating to either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the Insured Person's body or ashes to his or her home address.
5. We will reimburse an Insured Person for additional expenses reasonably and necessarily incurred as a direct consequence of cancellation including strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.
6. If an Insured Person is hospitalised overseas as an in-patient for more than twenty-four (24) hours due to an accident or illness we will pay two hundred (\$200) dollars per day for each completed twenty-four (24) hours to a maximum of six thousand (\$6,000) dollars in addition to any charges made by the hospital in which the Insured Person is hospitalised.
7. If an Insured Person necessarily and reasonably incurs expenses in circumstances outside the control of the Insured Person which cause a missed transport connection so that the Insured Person is unable to arrive at a Scheduled Meeting which cannot be delayed because of the Insured Person's late arrival, We will pay to the Insured Person a sum of up to ten thousand (\$10,000) dollars (clear of any amount paid by any Carrier) to enable the Insured Person to use alternative scheduled public transport to arrive at the specified destination by the scheduled time.

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## DEFINITIONS

UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

INJURY OR SICKNESS is one which requires treatment by a medical practitioner and for which the medical practitioner certifies the Insured Person or the other persons referred to as unfit to travel or continue with the original journey.

RELATIVE means the Insured Person's spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

SERIOUS INJURY OR SICKNESS is a condition other than pregnancy which a person has not received regular treatment or advice for treatment at the date of the commencement of the Insured Travel, and for which a medical practitioner certifies that the attendance of the Insured Person is necessary for the health of or treatment of that Person or in the case of a business partner or co-director require the Insured Person to take over that person's business role.

SCHEDULED MEETING means any official, pre-determined meeting or conference arranged by the Insured or the Insured Person which cannot be rescheduled.

## EXCLUSIONS

We will not pay for any expenses:

1. Consequent upon the Insured Person or any other person engaging in or taking part in or training for any professional sports of any kind;
2. Caused directly or indirectly by:
  - 2.1 cancellation, curtailment or diversion of scheduled public transport services, including strikes, if there had been prior warning before the date of commencement of the particular Insured Travel that such events were likely to occur during the Period of Insurance;
  - 2.2 carrier-caused delays where the cost of the expenses is recoverable from the carrier;
  - 2.3 any business or financial contractual obligations of the Insured Person or any other person;
  - 2.4 any change of plans or disinclination of the Insured Person or any other person to travel;
  - 2.5 the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
3. Which are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.

## SECTION 4 - BAGGAGE, TRAVELLERS' CHEQUES, TRAVEL DOCUMENTS, CREDIT CARDS AND MONEY

### EXTENT OF COVER

1. We will indemnify the Insured Person for loss of or damage to Property Insured occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel.
2. We will indemnify the Insured Person for loss, theft or fraudulent use of travellers' cheques, travel documents and credit cards occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel, together with the cost of replacing, and the Insured Person's legal liability for payment as a result of loss by theft or unauthorised use by other persons of the Insured Person's personal travel documents.

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3. If the Insured Person's baggage is misplaced by a carrier for more than eight (8) hours whilst the Insured Person is engaged on Insured Travel during the Period of Insurance, We will pay up to three thousand (\$3,000) dollars to cover the emergency purchase of essential replacement items.
  4. We will indemnify the Insured Person for accidental loss of cash, bank or currency notes, cheques, postal or money orders or petrol coupons occurring on Insured Travel during the Period of Insurance, together with the cost of replacing them and the legal liability of the Insured Person for payment as a result of loss by theft or by unauthorised use by other persons. In respect of money taken with the Insured Person for the purpose of Insured Travel, cover shall commence from the time of collection from the bank or seventy-two (72) hours prior to the start of the Insured Travel, whichever occurs last and continue up to seventy-two (72) hours after termination of the Insured Travel or until deposited at the bank whichever occurs first.
  5. If an Insured Person loses their identification and keys at the same time and whilst engaged in Insured Travel, We will pay up to one thousand (\$1,000) dollars for the replacement of keys and locks.

## **DEFINITIONS**

THE PROPERTY INSURED means:

1. Baggage and other personal effects (other than household furniture) that accompany the Insured Person whilst engaged on Insured Travel, including tickets, credit cards, travellers' cheques, travel documents and passports (any One Article [as defined]) limited to 50% of the Sum Insured, or as specified.

ONE ARTICLE is described as one item (including its attached or unattached accessories) or a set or pair of items such as earrings, golf clubs, camera equipment etc.

2. Money, cheques, postal notes, money orders and petrol coupons taken by the Insured Person whilst engaged on Insured Travel.

## **CONDITIONS**

1. The amount payable for loss of or damage to the Property Insured will be no more than the cost to repair or replace the articles in the same condition but not better or more extensive than the article when new.
2. We may choose to repair or replace lost or damaged property or pay for the loss in cash.
3. Should We replace damaged goods then salvage remains the property of the Company. If We replace or pay cash for lost or stolen goods, and those goods are subsequently recovered, then We may seek recovery of these goods.
4. The Insured Person must substantiate his loss and provide receipts of purchase of articles claimed for and provide withdrawal confirmation of money lost or stolen.
5. The Insured Person must take all reasonable precautions for the safety and supervision of any Property Insured.

## **EXCLUSIONS**

We shall not be liable to make any payment under this Section 4 for:

1. Wear and tear, deterioration or losses caused by atmospheric or climatic conditions, mechanical or electrical breakdown, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration;
2. Loss, theft or misplacement not reported within twenty-four (24) hours to the police or responsible officer of any aircraft, vehicle or vessel on which the Insured Person is travelling. All such reports must be verified by a written statement from that authority;
3. Loss of credit cards, travellers' cheques, travel documents, cheques, postal or money orders or petrol coupons unless reported to the issuing authority as soon as possible after discovery;

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4. Loss or damage to unaccompanied baggage and personal effects unless collected from the Insured Person by a carrier in order to be taken on the Insured Travel;
  5. Loss or damage of any goods over five thousand (\$5,000) dollars that are intended for use in connection with any trade, business or occupation unless otherwise specified in the Schedule;
  6. Personal Computers including laptops, cameras and camera equipment, and all electronic equipment including mobile phones, personal digital assistants (PDA), electronic organisers, palm pilots and other hand held computers:
    - a. where theft or attempted theft occurs whilst such equipment is unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle;
    - b. whilst carried in or on any aircraft, aerial device, waterborne vessel or craft unless they accompany You or one of Your employees as personal cabin baggage;
    - c. for the first two hundred and fifty (\$250) dollars of each and every loss.
  7. Loss or damage occurring through confiscation by quarantine, customs regulations or by order of any Government or Public Authority or losses due to devaluation of currency;
  8. Loss of money in excess of the amount allowed by any applicable currency regulation at the time of commencement of the Insured Travel;
  9. Any item which is recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable. eg. airline tour operators or other domestic or travel insurance policies.

## **SECTION 5 - LOSS OF DEPOSITS AND CANCELLATION CHARGES**

### **EXTENT OF COVER**

We will indemnify You and any Insured Person for loss of travel and accommodation expenses paid in advance by You or the Insured Person and for the loss of which You, he or she is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment of those expenses and the date of commencement of the Insured Travel caused only by:

1. The Unexpected Death, Injury or Sickness, compulsory quarantine or jury service of an Insured Person or any person with whom the Insured Person intended to travel;
2. The Unexpected Death, Serious Injury or Sickness of any Relative, business partner or co-director of the Insured Person who is under the age of eighty-five (85) years;
3. Any unforeseen circumstances outside the control of the Insured Person not otherwise excluded.

### **DEFINITIONS**

**INJURY OR SICKNESS** is one which requires treatment by a medical practitioner and which precludes the Insured Person or other persons from undertaking the Insured Travel.

**RELATIVE** means the Insured Person's spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiance, fiancée, half-brother or half-sister.

**SERIOUS INJURY OR SICKNESS** is a condition which a person is not receiving treatment for or advice for treatment at the date of payment of Insured Travel. Such Serious Injury or Sickness must require a medical practitioner to certify the attendance of the Insured Person is necessary for the health of or treatment of that person.

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UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

## **EXCLUSIONS**

We shall not be liable for loss of expenses caused by:

1. Any person engaging in or taking part in or training for professional sports of any kind;
2. Carrier-caused delays that are recoverable from the carrier;
3. Any business or financial contractual obligations;
4. Any changes of plans or disinclination to travel;
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
6. Death of a relative with a known short life span as a consequence of a Sickness.

## **SECTION 6 – KIDNAP, DETENTION, EXTORTION AND RANSOM**

### **EXTENT OF COVER**

1. If an Insured Person is kidnapped, hijacked, illegally detained or receives an extortion threat during the Period of Insurance, whilst engaged on Insured Travel within the Territorial Limits, We will reimburse You for Your Ultimate Net Loss, but not exceeding the amount stated in the Schedule, for any one kidnapping, detention or extortion in any one Period of Insurance.
2. Your Ultimate Net Loss includes any monetary loss which is incurred by You for the delivery of services or property in order to secure the resolution of a kidnap, detention or extortion incident. Such expenses include:
  - 2.1 Reasonable fees and expenses of Dynamiq Assist or other independent negotiators authorised by Us or Dynamiq Assist as a result of any damage; or
  - 2.2 any other direct expenses which are reasonable in amount and necessarily incurred by You for the purpose of investigating, negotiating or paying a ransom demand or recovering the Insured Person, but not including any expenses, fees or damages incurred as a result of any proceedings brought against You arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

### **DEFINITIONS**

KIDNAP means the actual or alleged taking away of an Insured Person against the person's will, usually to hold the person in false imprisonment without legal authority for the purpose of demanding ransom.

DETENTION means the holding under duress of an Insured Person. This includes being held illegally by militias, militants or governments without legal justification. Detention also includes being held hostage as part of hijacking, which is the capture by force of any building, aircraft, motor vehicle, railroad train or waterborne vessel on which the Insured Person is located within.

EXTORTION means a physical threat to an Insured Person for demand of ransom.

RANSOM means cash and/or marketable goods surrendered by or on behalf of the Insured in connection with a kidnap, detention or extortion incident.

### **CONDITIONS**

1. You must take all reasonable precautions to protect the confidentiality of the cover provided under this Section.

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2. We have contracted a professional intermediary and negotiator, Dynamiq Assist, for You, who should be involved in dealing with any kidnapper and their details are included in this Section.
  3. In the event of the reported kidnapping of an Insured Person, You shall make every reasonable effort to determine positively that the Insured Person has been Kidnapped, Detained or is the recipient of an Extortion threat and record the serial number of any currency paid to secure the Kidnapped person's release.
  4. No monies will be payable by Us unless ransom monies have been paid by You.
  5. You must do all things necessary to prosecute any person who has acted fraudulently or in collusion with any other person with respect to a Kidnap, Detention or Extortion threat against an Insured Person.
  6. In the event of a Kidnapping, Detention or Extortion threat, You must make every reasonable effort to give immediate notice to Dynamiq Assist and Us.
  7. You must make every reasonable effort to notify any relevant law enforcement agency of any demand for ransom prior to the payment of any ransom monies and You must comply with the recommendations and instructions issued by any law enforcement agency if this appears to be in the best interest of the Kidnapped person. You must also comply with the recommendations and instructions issued to you by Dynamiq Assist.

#### **DYNAMIQ PTY LTD (DYNAMIQ ASSIST)**

In order for a claim for reimbursement for a Kidnap, Detention or Extortion incident to be approved, AHI's authorised security and political assistance company, Dynamiq Assist, must be involved (where practical) in the incident resolution process. Dynamiq Assist is able to act as an intermediary or negotiator for You and can offer advice to You on dealing with an incident.

To contact Dynamiq Assist, call: +61 2 9202 8211.

Dynamiq Assist provides a 24 hour, 365 day emergency service offering protection, planning and intelligence vital for the safety and security of all clients.

#### **EXCLUSIONS**

We shall not be liable to pay for:

1. any monies by way of reimbursement where, with respect to the particular Insured Person:
  - 1.1 this type of insurance has been declined in the past;
  - 1.2 this type of insurance has been cancelled or issued with special conditions in the past;
  - 1.3 a kidnapping or attempted kidnapping has occurred in the past;
  - 1.4 an extortion demand has been made against that Insured Person in the past;
2. any monies with respect to a kidnapping occurring in Mexico or any country located in Central or South America.
3. any more than the amount stated in the Schedule for any one kidnapping or series of kidnappings, inclusive of monies paid by way of Ultimate Net Loss and expenses, arising out of one event.

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## **SECTION 7 - EXTRA TERRITORIAL WORKERS' COMPENSATION**

### **EXTENT OF COVER**

We will indemnify You against Your liability occurring whilst the Insured Person is on Insured Travel during the Period of Insurance to pay:

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

but subject to the Conditions set out below:

1. This Section 7 only applies with respect to Insured Persons who are Your employees and with respect to persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by You, who are employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia.
2. You must maintain an in-force policy of insurance for Australian Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by You.
3. This Section 7 only applies whilst an Insured Person is working on a temporary basis outside the State or Territory in which his or her usual place of employment or employment base is located.

### **DEFINITIONS**

TEMPORARY EMPLOYMENT means employment in relation to Insured Travel which does not exceed six (6) months.

### **LIMIT OF LIABILITY**

We shall not pay under this Section 7 more than the amount of compensation and damages with respect to any one Insured Person stated in the Schedule and We shall not pay with respect to all compensation, damages, costs and expenses with respect to all claims arising during the Period of Insurance with respect to all Insured Persons more than the aggregate Limit of Liability set out in the Schedule.

The indemnity provided under this Section 7 shall be further limited as follows:

1. In the case of a claim for compensation benefits to the difference between the amount so payable and the amount which the Insured Person or his or her dependants are entitled to claim under any Workers' Compensation legislation which You were required to effect as described above, but not to exceed the amount stated in the Schedule for all claims for compensation with respect to any one Insured Person and with respect to all Insured Persons during the Period of Insurance.
2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by You and the amount of indemnity to which You would have been entitled under any Workers' Compensation Legislation which You were required to effect as described above, but not to exceed the amount stated in the Schedule for all damages payable with respect to the death, Injury or occupational disease of any one Insured Person and with respect to the death, Injury or occupational disease of all Insured Persons occurring during the Period of Insurance.

### **CONDITIONS**

1. You must make available to Us all information and documentation in Your possession relating to any claim submitted by any Insured Person.

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2. You must authorise Your Workers' Compensation Insurer or Insurers upon request to make available to Us all such information and documentation as We may reasonably require.

## **EXCLUSION**

There is no indemnity under this Section 7 with respect to exemplary, punitive or aggravated damages.

## **SECTION 8 - HIRE CAR EXCESS EXPENSES**

### **EXTENT OF COVER**

We will indemnify the Insured Person against any excess or deductible payable under that policy of insurance arising out of loss or damage sustained to the Rental Vehicle during the rental period, not exceeding the Sum Insured stated in the Schedule provided:

1. An Insured Person hires a Rental Vehicle from an organisation whose business is to rent rental vehicles in the course of Insured Travel for the purpose of Insured business;
2. As part of the hiring arrangement the Insured Person effects all insurance (except the excess buy-back) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the vehicle during the rental period;
3. The Insured Person complies with all requirements of the rental organisation under the hiring agreement and of the Insurer under such insurance.

### **EXCLUSIONS**

We shall not be liable to pay any monies with respect to any loss or damage:

1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
2. To any commercial vehicle, truck or vehicle aged more than twenty (20) years;
3. Which is not indemnifiable under the insurance offered by the rental organisation because of the application of an exclusion clause.

## **SECTION 9 - ALTERNATIVE EMPLOYEE EXPENSES**

### **EXTENT OF COVER**

If You necessarily incur Alternative Employee Expenses as defined as the direct result of the original Insured Person suffering death, Serious Injury or Sickness whilst engaged on Insured Travel during the Period of Insurance We will pay You for such expenses up to the limit of the benefit specified in the Schedule of Benefits.

### **DEFINITIONS**

ALTERNATIVE EMPLOYEE EXPENSES means all reasonable and necessary expenses incurred in sending a substitute person to complete the original Insured Person's journey and objectives. Expenses shall be limited to:

1. an economy return air flight for interstate and intrastate air trips within Australia;
2. a business class return air flight for international air trips outside Australia; and other essential expenses incurred in transportation of the substitute person.

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SERIOUS INJURY OR SICKNESS means Injury or Sickness which entirely prevents the Insured Person from carrying out his or her usual occupation or business and which based on medical evidence is likely to last for at least fourteen (14) days.

## **EXCLUSIONS**

We shall not be liable for any such expenses:

1. Where the original Insured Person's journey is undertaken against the advice of a medical practitioner or other practitioner;
2. Which You or the original Insured Person had paid or budgeted before the commencement of the journey;
3. Incurred as a result of the original Insured Person engaging in the racing of any motor propelled conveyance of any kind.

## **SECTION 10 - PERSONAL LIABILITY**

### **EXTENT OF COVER**

We will indemnify the Insured Person for his or her legal liability to pay compensation arising out of death, bodily injury or illness of another person or arising out of damage to property of another person happening during the Period of Insurance arising out of an occurrence and whilst the Insured Person is engaged on Insured Travel. We will also pay all legal costs and expenses incurred by Us or by the Insured Person with Our prior consent in the defence of any claim. We will pay You up to the sum insured as specified in the Schedule of Benefits for each and every occurrence.

For the purpose of the Sum Insured, all occurrences or series of occurrences arising out of the one original cause shall be deemed to be the one event.

### **DEFINITIONS**

OCCURRENCE means an event which results in bodily Injury or illness or property damage, neither expected from the Insured Person's standpoint. Bodily Injury and illness means Injury, Sickness, disease or disability including death.

### **EXCLUSIONS**

We shall not be liable for claims arising from:

1. Death, bodily injury or illness to or loss of or damage to property owned by or in the control of:
  - 1.1 the Insured Person or members of his or her family ordinarily residing with him or her;
  - 1.2 any employee of the Insured Person arising out of or during the course of their employment.
2. The business, trade or professional activities of the Insured Person.
3. The ownership, possession or use of mechanically propelled vehicles, aircraft, aerial devices or watercraft powered by motor excluding golf buggies and wheelchairs.
4. and related to exemplary, punitive or aggravated damages.

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## **SECTION 11 – EVACUATION COVER AND PERSONAL SAFETY (DYNAMIQ ASSIST)**

### **EXTENT OF COVER**

1. If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in a country or region that Australian officials recommend certain categories or persons (which include the Insured Person) in that country or region should leave because of a:
  - a. security threat such as insurrection, war, rebellion, civil unrest or political instability,  
or
  - b. a natural disaster such as earthquake, cyclone, flooding or volcanic eruption,after the Insured Person has arrived in the country or region and it is unsafe for the Insured Person to remain in the country or region,  
  
We will pay:
  - 1.1 the cost of evacuating the Insured Person to the nearest place of safety, and the reasonable cost of accommodation, up to a maximum of five hundred (\$500) dollars per day any one Insured Person to a maximum of fourteen (14) days any one event; or
  - 1.2 when necessary, the reasonable cost of returning the Insured Person to their country of domicile if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight; and
  - 1.3 provided the evacuation is authorized by Accident & Health International or Dynamiq Assist.
2. If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in an emergency situation where their personal safety and security is at risk, We will provide assistance where possible and pay the reasonable and necessary expenses incurred for each Insured Person. The emergency situation must be unforeseen and outside the control of the Insured Person and the expenses must be authorized by Accident & Health International or Dynamiq Assist.

However We will not pay:

1. in excess of two hundred and fifty thousand (\$250,000) dollars for any one evacuation or emergency situation for all persons covered under the policy.

### **DYNAMIQ PTY LTD (DYNAMIQ ASSIST)**

Dynamiq Assist is Our International Safety, Security and Emergency Management Consultant specialising in medium to high risk environments. They provide 24 hour, 365 day assistance.

In the Event of an emergency evacuation or situation whilst travelling it is recommended you contact our authorised security & political assistance company, Dynamiq Assist for advice and management of the evacuation or situation.

To contact Dynamiq Assist, call: + 61 2 9202 8211.

In the event of a pre-travel non-emergency enquiry you can also contact Dynamiq Assist who can assist you with many pre-travel services including:

- Security and emergency information including health, entry/exit, political, risk, weather and safety in any destination around the world.
- Emergency management planning
- Employee training
- Security design and project management
- Protection in real time situations of personal danger and threats.
- Travel reports or web-based travel guides

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Their contact details are as follows:

+1 44 3716 2311  
[ops@dynamiq.com.au](mailto:ops@dynamiq.com.au)

## **EXCLUSIONS**

We shall not be liable for claims arising from any:

1. expenses other than emergency, conveyance or accommodation expenses as outlined above;
2. expenses related to evacuation out of a country which You have travelled to after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers do not undertake travel at all, ie Level 5. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra or via our Website address [www.acchealth.com.au](http://www.acchealth.com.au).
3. expenses related to evacuation out of a country or a region which You have remained in after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers should leave the area and such warning or recommendation has been ignored. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra or via our Website address [www.acchealth.com.au](http://www.acchealth.com.au).

## **SECTION 12 – LIFE INSURANCE**

### **EXTENT OF COVER**

The Insurer will pay You a benefit if the Insured Person dies solely and directly as the result of a Sickness which first commences during the period of Insured Travel and death occurs during the Period of Insurance and prior to the scheduled end date of the trip and within four (4) weeks of the commencement of the Insured Travel. The benefit is the lesser of the amount stated in the Schedule or fifty thousand (\$50,000) dollars.

For the purpose of this cover, Sickness commences when the symptoms of the Sickness are such that a reasonable person in the circumstances of the Insured Person would seek medical treatment. This cover is not available for an Insured Person who is aged sixty-five (65) years or older and will expire when a benefit is paid or on an Insured Person's sixty-fifth (65<sup>th</sup>) birthday (whichever happens first).

### **DEFINITIONS**

**PRE-EXISTING CONDITION** means a condition or side effect of which the Insured Person was aware (whether diagnosed or not) or for which the Insured Person has sought treatment prior to the Insured Travel covered under this Policy.

**SICKNESS** means an illness or disease which is not a Pre-Existing Condition and which first became apparent after the commencement of the Insured Travel.

### **EXCLUSIONS**

The Insurer will not pay a benefit with respect to:

1. Death caused by any Pre-Existing Condition;
2. Death caused by childbirth, pregnancy or any complications thereof;
3. A deliberately self-inflicted injury;
4. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;

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5. Death caused by a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
  6. Any Insured Travel within the Insured Person's country of domicile;
  7. Death which occurs as a direct or indirect result of the Insured Person travelling to any country or any region of a country on a date where there is in place for that country or region an Australian Government Department of Foreign Affairs and Trade Travel Advisory Service rating of "4: Reconsider your need to travel", or "5: Advised not to travel", or where the Insured Person voluntarily remains there when the Australian Government has coordinated an evacuation.

## **DISPUTE RESOLUTION FOR SECTION 12**

If you are not happy with Our decision and it relates to a claim for Life Insurance, you may refer your claim to the Financial Institutions Complaints Service and independent dispute resolution service. They can be contacted on 1300 780 808.

## **GENERAL EXCLUSIONS APPLYING TO SECTIONS 1 - 11**

We shall not be liable to pay for any claim caused by or arising out of:

1. The Insured Person engaging in air travel except as a passenger in any properly licensed aircraft;
2. A deliberately self-inflicted injury; including suicide or attempted suicide whether sane, insane or under any mental distress;
3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in your country of domicile, Iraq or Afghanistan;
4. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
5. A sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
6. You engaging in or taking part in naval, military or air force service or operations;
7. A criminal or illegal act committed by You.

## **GENERAL CONDITIONS AND LIMITATIONS APPLYING TO ALL SECTIONS**

### **1. NOTICE OF CLAIM**

Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.

### **2. SUBROGATION**

In the event of any payment being made by Us under this Plan, We shall be subrogated to all the Insured Person's right of recovery against any person or organisation. The Insured Person must not take any action to prejudice any such right of recovery and must co-operate with and do all things necessary to enable the recovery action to be prosecuted.

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### **3. CLAIM FORMS**

Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Plan unless the claim form is properly completed and all information reasonably required by Us has been furnished.

### **4. YOUR DUTY TO CO-OPERATE**

The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.

### **5. PHYSICAL EXAMINATION AND AUTOPSY**

We may at Our own expense conduct any medical examination or examinations of any Insured Person or arrange at Our own expense for an autopsy to be carried out.

### **6. LEGAL ACTION**

No action at law or in equity shall be brought to recover on this Plan prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the time of the loss or damage or the time the liability was incurred (as the case may be).

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

### **7. CANCELLATION**

1. This Plan may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Plan has been in force;
2. We may cancel this Plan in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

### **8. AGE LIMITATION**

We shall not be liable to pay any money with respect to any Insured Person who has attained the age of eighty-five (85) years for Sections 1 – 11 and sixty-five (65) years for Section 12.

### **9. LIMIT OF LIABILITY**

Our total liability for all claims arising under this Plan during any Period of Insurance shall not exceed the amount stated in the Schedule other than with respect to Section 2 – Medical Expenses and Section 10 - Personal Liability.

In the event this limit is reached, the amount will be automatically reinstated with the appropriate additional premium plus charges being charged.

### **10. CURRENCY**

Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

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## **11. GOVERNING LAW AND JURISDICTION**

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

## **NOTICE**

### **1. CODE OF PRACTICE**

Allianz Australia Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

### **2. DISPUTE RESOLUTION FOR SECTIONS 1 - 11**

We will do everything possible to provide a quality service to You, Our customer. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

Accident & Health International staff are always available to listen to You and to help where they can. If, after talking to a staff member, You wish to take the matter further, We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within fifteen (15) working days.

If You are not happy with Our answer, or We have taken more than fifteen (15) working days to respond, You may take Your complaint to the Insurance Ombudsman Service Limited (IOS), an external dispute resolution body. IOS also has a Claims Review Panel which will adjudicate on claims.

Access to the External Dispute Resolution process is free of charge to You. In addition, although Allianz Australia is bound by the panel's decision, You are not and You have a right to pursue the matter elsewhere if You wish. If the dispute relates to Privacy it may be referred to the Privacy Compliance Committee of the IOS.

We will provide the contact telephone number and address of IOS upon request.

## **YOUR PERSONAL INFORMATION AND PRIVACY**

We ask You only for the information that is necessary for Us to assess Your application. If You do not give Us all the information requested, We may not be able to process Your application. Where any information is optional, this is shown on the form.

We use the information We collect to assess Your application and the risk involved, and to calculate the premium payable.

We may also use the information if, having issued You with a policy, We are processing Your claim and need to check some details.

We will only disclose information about You to third parties if We need to in order to assess claims, or if required by law. This will include checking Your previous claims history with the Insurance Reference Service. We will keep the information about You secure against unauthorised access.

You have the right to apply for access to personal information held by Us. Such application should be directed to Us in writing where it will be considered by Our internal privacy disputes department. If the information collected is incorrect or inaccurate we will correct it.