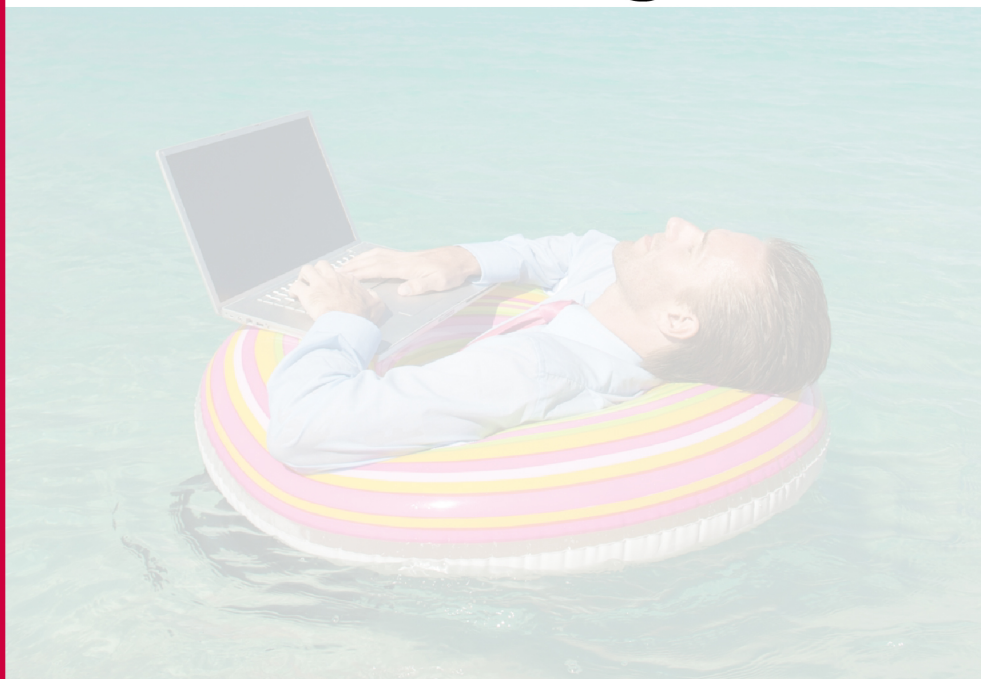


# **DUAL**

**A U S T R A L I A**

## **Corporate Travel Insurance**

### **Product Disclosure Statement and Policy Wording**



# Corporate Travel Insurance

## Product Disclosure Statement and Policy Wording

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# CORPORATE TRAVEL INSURANCE

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## Product Disclosure Statement (PDS)

### About DUAL Australia Pty Ltd

DUAL Australia Pty Ltd (DUAL Australia), is an underwriting agency committed to delivering innovative insurance solutions to the Accident and Health Insurance Market. DUAL Australia forms part of DUAL International which is headquartered in London, the centre of the world's largest insurance marketplace. DUAL Australia, has been established since April 2004, and DUAL International since 1998.

DUAL International is part of the Hyperion Insurance Group. For more information about Hyperion visit [www.hyperiongrp.com](http://www.hyperiongrp.com).

### Who is the Insurer?

DUAL Australia underwrites exclusively on behalf of certain underwriters at Lloyd's. Lloyd's of London is an APRA regulated insurer.

### About Lloyd's

Since the late seventeenth century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based at Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

### What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help YOU understand the cover offered under the POLICY and provide YOU with sufficient information to enable YOU to compare and make an informed decision about whether to purchase the POLICY. This PDS contains important information required under the *Corporations Act 2001* (The Act) about the POLICY including the BENEFITS and conditions, YOUR rights as a client and other things YOU need to know in order to make an informed decision.

YOU should read the POLICY WORDING section in this document and the SCHEDULE of this insurance, to obtain a complete description of all the BENEFITS, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that YOU keep them in a safe place for future reference.

Certain words in this PDS and POLICY WORDING have special meanings that are set out in the definitions sections contained within this document.

### General Advice

Any general advice contained within the POLICY WORDING, PDS or accompanying documents does not take into account YOUR or any INSURED PERSON's personal situation, financial objectives, or needs.

### General Insurance Code of Practice

The POLICY is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's and WE proudly support the

General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting US or from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au) or from the Code's dedicated website at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### **Corporate Travel Insurance**

The POLICY provides for the payment of BENEFITS if an INSURED PERSON whilst on a JOURNEY requires emergency travel assistance or suffers a loss where a BENEFIT is payable under this POLICY. Please read it carefully to make sure that YOU understand its provisions. If YOU require any information, please contact US or YOUR Insurance Broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the POLICY.

### **Summary of the BENEFITS of the Corporate Travel Insurance POLICY.**

The POLICY has a number of BENEFITS. Some of the significant POLICY BENEFITS are listed below. For full details of all the BENEFITS and limits of the POLICY YOU should read YOUR POLICY SCHEDULE which outlines the sums insured, and the coverage sections and tables of INSURED EVENTS contained within the POLICY WORDING attached to this PDS.

Some of the significant BENEFITS of the POLICY may include:

- a) MEDICAL AND EVACUATION AND ADDITIONAL EXPENSES BENEFITS;
- b) Cancellation and Loss of Deposit BENEFITS;
- c) Personal Liability BENEFITS;
- d) Personal Accident BENEFITS;
- e) KIDNAP and EXTORTION BENEFITS;
- f) Political and Natural Disaster Evacuation BENEFITS;
- g) Alternative EMPLOYEE BENEFITS;
- h) DUAL ASSIST BENEFITS;
- i) HIRE CAR Excess, and Return of HIRE CAR BENEFITS;
- j) Missed Transport Connection BENEFITS;
- k) LUGGAGE AND PERSONAL EFFECTS and MONEY BENEFITS;
- l) HIJACK and DETENTION BENEFITS;
- m) Extra Territorial Workers Compensation BENEFITS;
- n) BENEFITS at Home.

Please refer to the POLICY WORDING for details of BENEFITS and conditions that apply.

The maximum WE will pay for all claims under the POLICY during any one INSURANCE PERIOD is the AGGREGATE LIMIT OF LIABILITY shown in the SCHEDULE. If this amount is not adequate to pay all claims in full, then WE will reduce the BENEFIT payable to each INSURED PERSON proportionately, so that the total of all payments does not exceed the AGGREGATE LIMIT OF LIABILITY.

There is a SUBLIMIT OF LIABILITY shown in the SCHEDULE in relation to claims arising out of NON SCHEDULED FLIGHTS. There are also specific limits of liability applying to individual BENEFITS payable under the POLICY.

### **Not Everything is Covered.**

Not everything is covered by the POLICY. Some of the circumstances in which no BENEFITS are payable at all include where loss results from self inflicted INJURY, illegal acts, the use of alcohol or drugs, an INSURED PERSON piloting an aircraft participating in or training for a professional sport, nuclear activity, AIDS or HIV.

YOU should note that apart from the general exclusions applying to all sections of cover, there are also specific exclusions and conditions applying to each section of the POLICY.

There are also limitations on some BENEFITS. It is important YOU read the POLICY WORDING together with the SCHEDULE so that YOU understand the extent of the cover and its limitations. YOU should specifically read the General Conditions and General Exclusions in the POLICY WORDING to make sure the cover WE provide matches YOUR expectations.

### **The Cost of the Insurance POLICY and paying your premium.**

WE shall provide the cover described in the POLICY WORDING, subject to its terms and conditions, for the INSURANCE PERIOD.

The cover under the POLICY commences upon the payment of the premium unless otherwise agreed in writing. The cost of YOUR POLICY is the total premium including taxes and charges due as detailed on the SCHEDULE.

The premium is calculated on YOUR specific risk profile which may include:

- a) the sums insured;
- b) the INSURED PERSON's medical history, age and claims history;
- c) any restrictions or extensions to the POLICY cover; and
- d) previous insurance history.

WE may increase or decrease YOUR premium from the renewal date.

### **Non Payment of Premium**

YOU must pay YOUR premium within the agreed credit terms otherwise YOUR POLICY may not be in force. If YOU do not pay YOUR premium on time by the due date or YOUR payment is dishonoured this POLICY will not come into force and WE may;

- a) Lapse the POLICY;
- b) Decline any claim under the POLICY.

### **How to Apply for Corporate Travel Insurance**

To apply for the POLICY YOU will need to complete a proposal form available from a licensed Insurance Broker who has a current agency agreement with US. They will then approach US to provide YOU with a quotation.

### **Your Duty of Disclosure**

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

YOU must comply with this duty of disclosure each time YOU renew, extend, vary or reinstate the POLICY.

YOUR duty, however, does not require disclosure of any matter:

- a) that diminishes the risk to be undertaken by US;
- b) that is of common knowledge;
- c) that WE know or, in the ordinary course of its business, ought to know; and
- d) as to which compliance with YOUR duty is waived by US.

This duty continues after the proposal form has been completed up until the time the POLICY is issued by US.

When answering any questions asked by US in OUR proposal or renewal form YOU must answer them honestly and completely. WE will rely on the answers provided by YOU in deciding whether to insure YOU and anyone else to be insured under the POLICY and on what terms.

If YOU do not answer OUR questions in this way, WE may reduce or refuse to pay a claim or cancel the POLICY. If YOU answer OUR questions fraudulently WE may refuse to pay a claim and treat the POLICY as never having commenced.

### **Cancelling Your POLICY**

The POLICY may be cancelled by YOU at any time by giving US notice in writing. Should YOU cancel YOUR POLICY, WE shall retain a pro rata proportion of the premium for the time the POLICY has been in force. YOU will not receive a refund if YOU have made a claim or a claim is forthcoming against the POLICY prior to cancellation.

WE may cancel this POLICY in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984*.

### **Your Cooling-Off Period**

YOU have the right to return the POLICY to US within twenty one (21) days from the date the INSURANCE PERIOD commences ("cooling off period") unless a claim is made under the POLICY within this period.

If YOU return the POLICY during the cooling off period, WE will refund the full amount of the premium less any taxes or duties payable. The POLICY will be terminated from the date WE are notified of a request to return it. To return the POLICY, WE must be notified in writing within the cooling off period.

This can be done by contacting US using the contact details found at the back of this PDS, or YOUR Insurance Broker.

### **Making a Claim**

Should an incident occur which may give rise to a claim under the POLICY, YOU should notify US in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the INSURANCE PERIOD. YOU should ensure YOU include YOUR POLICY number in this correspondence.

YOU must at YOUR expense give US such certificates, information and other documentation as WE may reasonably require. WE may at OUR own expense have any INSURED PERSON, who is the subject of a claim under the POLICY, medically examined from time to time.

### **Claim Offset**

The weekly BENEFITS payable for INSURED EVENTS 36, 37, 38 and 39 will be reduced by the amount of any other weekly BENEFIT the INSURED PERSON is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance policy specifically covering the same risk, so that the BENEFIT payable under the POLICY will be the amount by which the BENEFIT payable under the POLICY exceeds the other BENEFITS to which the INSURED PERSON is entitled.

### **Taxation Implications**

Depending upon YOU or YOUR companies entitlement to claim Input Tax Credits under the POLICY, WE may reduce the payment of a claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly BENEFITS, for example under Section 4 or 5 (Weekly BENEFITS - INJURY or Weekly BENEFITS - SICKNESS) in the POLICY, is subject to personal income tax and it is the INSURED PERSON's responsibility to declare such BENEFIT when completing his or her usual tax return.

An INSURED PERSON should consult his or her tax accountant in relation to any questions about his or her particular circumstances.

## **Privacy Statement**

WE understand and appreciate how important it is to safeguard YOUR personal information. OUR privacy policy explains how DUAL Australia treats the personal information WE collect in the course of OUR business.

### **What type of personal information do we collect?**

WE act on behalf of certain underwriters at Lloyd's. WE collect relevant personal information from insurance brokers for the purposes of writing insurance policies for the insurance companies that WE represent. The personal information WE collect will be collected on behalf of the insurance company or for OUR own administration of those policies. This personal information will usually include name, age, gender, occupation, and contact details of applicants for insurance. Depending on the type of insurance cover required, WE may also collect details of previous claims and financial details (eg properties owned by the INSURED) and criminal records.

WE collect personal information about individuals who make claims against parties that WE have covered under the POLICY. For the purposes of assessing these types of claims, WE will usually collect the name, age, gender, occupation, and contact details of the claimant. Depending on the type of claim, WE may also collect details of the financial status of the claimant (eg loss of income).

WE also collect some personal information of business contacts (names and contact details) for use in ordinary business dealings.

### **How do we collect personal information?**

#### **1. General**

Personal information that relates to insurance policies and claims is normally provided to US by Insurance Brokers who have collected that information from insurance applicants. Occasionally personal information is provided to US directly from insurance applicants. WE will also collect personal information from individuals' representatives who make claims under the POLICY. If information is forwarded to US either electronically (eg in an e-mail) or by sending it to US as a hard copy document, WE will collect that information and use it for the purposes for which it was provided to US. All information received is stored electronically in-house. Any information provided prior to December 2006 in hard copy, is stored at a secured off-site location with full and immediate retrieval access.

#### **2. Website**

WE collect personal information from individuals who complete quote and contact forms on OUR website. OUR website does not use cookies to collect personal information.

### **How your personal information will be used?**

WE will use the personal information provided by Insurance Brokers to:

- a) assess the risk of underwriting insurance policies;
- b) provide quotes for underwriting services;
- c) assess and investigate claims;
- d) arrange insurance cover with the insurance company that WE represent;
- e) carry out administration related to those services; and
- f) fulfil all OUR legal and regulatory requirements.

### **Will my personal information be disclosed to a third party?**

The personal information WE collect will be treated as strictly confidential. WE will forward relevant personal information to certain underwriters at Lloyd's. WE may not forward all personal information collected to them. However, any such information will be available to them upon request.

As underwriters, WE sometimes need to pass personal information to third parties for assistance in evaluating risk or responding to claims. Accordingly, for the purposes of maintaining OUR business, WE may disclose personal information to any of the following third parties:

- a) insurance brokers;
- b) solicitors;
- c) claims management companies;
- d) loss adjusters;
- e) goods and service providers;
- f) surveyors; and
- g) as WE may be required to do by law.

OUR website host does not store any personal information that is entered into the forms provided on OUR web site.

WE will take reasonable steps to ensure that any personal information disclosed to a third party is protected by that party in accordance with the Privacy Act.

### **How you can access your personal information?**

Upon written request, YOU may have access to YOUR personal information held by US, except in circumstances where access may be denied under the Privacy Act. Examples of these circumstances are:

- a) where providing access will pose an unreasonable impact on the privacy of another individual;
- b) where providing access would be unlawful, would pose a threat to the life or health of an individual, may prejudice an investigation of possible unlawful activity or, may prejudice enforcement of laws; or
- c) where denying access is authorised by law.

To make a request for access to YOUR personal information, please contact OUR Privacy Officer (contact details below). WE will endeavour to respond to a request for personal information within fourteen (14) days.

If personal information is provided to YOU as the result of a request, YOU may be charged a fee for costs incurred in providing that information such as photocopying, administration and postage.

If access is denied WE will provide YOU with reasons for OUR decision.

### **How you can correct your personal information?**

If YOU believe that the personal information WE hold about YOU is inaccurate, incomplete or not up-to-date please let US know. Provided WE agree with YOU, WE will correct it. If WE do not agree with YOU, WE will place a statement of what YOU allege is correct where that information is kept and accessed.

### **Will this privacy policy change?**

WE reserve the right to change this privacy policy at any time by publishing the varied privacy policy on OUR web site. The varied policy terms will apply from the date they are posted on OUR web site. YOU

accept that by doing this, WE have provided YOU with sufficient notice of the variation and agree YOU will be provided with no separate notification.

### **Your consent**

By asking US to quote or insure YOU, YOU consent to the collection and use of the information YOU have provided to US for the purpose described above.

### **How to contact DUAL Australia Pty Ltd**

If YOU have enquiries or wish to provide feedback about this privacy policy, please email or mail to the Privacy Officer at [reception@dualaustralia.com.au](mailto:reception@dualaustralia.com.au) or Level 4, 332 Kent Street, Sydney NSW 2000.

### ***What to do if you have a complaint?***

#### **How can we help you?**

There are established procedures for dealing with complaints and disputes regarding YOUR POLICY or claim. All POLICY holders can take advantage of the complaints service.

#### **Step 1**

Any enquiry or complaint relating to the POLICY or a claim should be addressed to either US or to the administrator handling YOUR claim in the first instance – in most cases this will resolve YOUR grievance.

They will respond to YOUR complaint within fifteen (15) business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with YOU. YOU will also be kept informed of the progress of YOUR complaint.

#### **Step 2**

In the unlikely event that this does not resolve the matter or YOU are not satisfied with the way YOUR complaint has been dealt with, YOU should contact the Lloyd's General Representative at Lloyd's Australia:

Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone: (02) 9223 1433  
Facsimile: (02) 9223 1466

When YOU lodge YOUR dispute with Lloyd's, Lloyd's will usually require the following information:

- a) Name, address and telephone number of the policyholder;
- b) The type of insurance policy involved;
- c) Details of the policy concerned (policy and/or claim reference numbers, etc);
- d) Name and address of the insurance intermediary through whom the policy was obtained;
- e) Details of the reasons for lodging the dispute;
- f) Copies of any supporting documentation YOU believe may assist US in addressing YOUR dispute appropriately.

Following receipt of YOUR dispute, YOU will be advised whether YOUR dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- I. Where YOU are a retail client and YOUR dispute is eligible for referral to the Financial Ombudsman Service (FOS), YOUR dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with YOUR dispute.
- II. Where YOU are a retail client and YOUR dispute is not eligible for referral to the FOS, or where YOU are a wholesale client, Lloyd's Australia will refer YOUR dispute to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with YOU.

#### **How long will the Step 2 process take?**

YOUR dispute will be acknowledged in writing within five (5) business days of receipt, and YOU will be kept informed of the progress of OUR review of YOUR dispute at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases YOU will receive a full written response to YOUR dispute within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

#### **Step 3**

If YOUR dispute is not resolved in a manner satisfactory to YOU, Lloyd's will then provide retail clients eligible for referral to the FOS with details of that body. FOS is an independent body that operates nationally in Australia and aims to resolve disputes between YOU and YOUR insurer. YOUR dispute must be referred to the FOS within two (2) years of the date of Lloyd's final decision.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within six (6) months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided to YOU by the Policyholder & Market Assistance Department with their final decision.

#### **How much will this procedure cost you?**

This service is free of charge to policyholders.

#### **Service Of Suit Clause (Australia)**

The Underwriters hereon agree that:

- a) In the event of a dispute arising under the POLICY, Underwriters at the request of the INSURED will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- b) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:

Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' 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 Underwriters' behalf.

- c) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

#### **Preparation Date**

This PDS was prepared on 1<sup>st</sup> October 2011.

**Updating this PDS**

Information in this PDS may need to be updated from time to time. YOU can obtain a paper copy of any updated information without charge by contacting US or YOUR Insurance Broker. Should this PDS need to be updated WE will provide YOU with a new PDS or a Supplementary PDS outlining these changes.

## **General definitions under the POLICY**

You should note that there are also specific definitions included under some Sections of the POLICY.

In the POLICY and PDS:

**ACCIDENTAL DEATH** means death occurring as a result of an INJURY.

**ACCOMPANYING** means either travelling with an INSURED PERSON or travelling with the express purpose of meeting an INSURED PERSON to continue travelling together.

**AGGREGATE LIMIT OF LIABILITY** means the maximum amount WE will pay for all claims arising from INSURED EVENTS which occur during the insurance period. The AGGREGATE LIMIT OF LIABILITY is shown in the SCHEDULE.

**BENEFIT(S)** means any BENEFIT to which an INSURED PERSON is entitled under the POLICY.

**BENEFIT PERIOD** means the maximum period for which a weekly BENEFIT payment may be paid to or for the benefit of an INSURED PERSON.

**CIVIL WAR** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.

**COUNTRY OF RESIDENCE** means the country in which the INSURED PERSON normally resides and of which the INSURED PERSON has permanent citizenship or is a permanent resident, or the country in which the INSURED PERSON is residing on an overseas employment assignment.

**DEPENDANT CHILD** means an unmarried DEPENDANT CHILD, step-child or legally adopted child of an INSURED PERSON or his or her spouse and who lives with the INSURED PERSON in the country of DOMICILE and who is under nineteen (19) years of age or under twenty-five (25) years of age if he or she is a full-time student and is primarily dependant on the INSURED PERSON for support and maintenance.

**DOCTOR** means a legally registered medical practitioner who is not an INSURED PERSON or their RELATIVE.

**DUAL ASSIST** means the emergency assistance provider appointed by US.

**EMPLOYEE** means any person in the INSURED's service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the INSURED's behalf.

**EXCESS** means the amount shown on the SCHEDULE against any BENEFIT which the INSURED must pay before any such BENEFIT becomes payable under the POLICY.

**EXCESS PERIOD** is the period stated in the SCHEDULE during which no BENEFITS are payable for Temporary, Total or Partial Disablement. The number of days constituting each Excess Period must be served consecutively.

**FOOT** means the entire FOOT below the ankle.

**FRACTURE(D)** means a break or crack of a bone.

**HAND** means the entire HAND below the wrist.

**HIRE CAR** means any hired or rented motor vehicle from a licensed motor vehicle rental or hire company (and includes, sedans, station wagons, hatchbacks, four wheel drives, all wheel drives and any other non commercial and factory standard vehicle hired/rented) for the sole purpose of carrying the INSURED PERSON on the business of the INSURED inclusive of any declared and covered private travel.

**INCIDENTAL PRIVATE TRAVEL** means private leisure travel either side of an authorised business trip and which is a JOURNEY. INCIDENTAL PRIVATE TRAVEL cannot exceed more than 70% of the total trip duration unless agreed to in writing by US.

**INJURY** means bodily INJURY to an INSURED PERSON resulting from an accident which is an external event that occurs fortuitously on a JOURNEY during the INSURANCE PERIOD. INJURY does not include:

- a) SICKNESS as defined; or
- b) 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.

**INSURANCE PERIOD** means the period stated in the SCHEDULE.

**INSURED** means the entity or entities specified as the INSURED in the SCHEDULE.

**INSURED EVENT(S)** means the event(s) described in each Table of Events as set out in Sections 1, 2, 3, 4, 5, 6 and 7 and are defined by individual number.

**INSURED PERSON** means such person or persons as defined in the SCHEDULE with respect to whom premium has been paid.

**JOURNEY** means authorised business travel of the INSURED as declared to US and which is more specifically described in the SCHEDULE. It includes private travel for Company Directors, Chief Executive Officers, Chief Financial Officers/Controllers, Company Secretaries of the INSURED including any ACCOMPANYING SPOUSE/PARTNER or DEPENDANT CHILD.

**LIMB** means the entire LIMB below the shoulder or below the hip.

**LOSS** 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.

**NON SCHEDULED FLIGHT** means any flight that is not operated by a licensed or authorised commercial carrier as regular public transport under a published flight schedule or timetable.

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

**POLICY** means the POLICY WORDING, the PDS and the SCHEDULE and any additional endorsements which WE subsequently issue to YOU.

**POLICY WORDING** means this document.

**RELATIVE** means the SPOUSE/PARTNER, children, step children, son in law, daughter in law, parent/s and or parent/s in law, grandparents, siblings and siblings in law, aunts, uncles, fiancée, fiancé, half brother, half sister, niece, or nephew of the INSURED PERSON providing they are under the age of eighty (80) years of age and reside in the INSURED PERSON'S COUNTRY OF RESIDENCE.

**SALARY** means in the case of an EMPLOYEE, his or her weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which he or she have been employed.

**SCHEDULE** means the SCHEDULE attached to the POLICY WORDING or any subsequently substituted SCHEDULE.

**SERIOUS INJURY** or **SERIOUS SICKNESS** means an injury or sickness that was unknown and unexpected prior to the commencement of the INSURED PERSON'S JOURNEY resulting in unstable and abnormal vital signs or other unfavourable indicators.

**SICKNESS** means an illness or disease that occurs on a JOURNEY and which requires treatment by a DOCTOR.

**SPOUSE/PARTNER** means either the spouse, de-facto partner or partner through civil union of the INSURED PERSON, who has co-habited with the INSURED PERSON for no less than a period of three consecutive months (3) months immediately preceding the JOURNEY.

**SUBLIMIT OF LIABILITY** means the maximum amount WE will pay for all claims for INSURED EVENTS arising out of NON SCHEDULED FLIGHTS during the INSURANCE PERIOD. The SUBLIMIT OF LIABILITY is shown in the SCHEDULE.

**TEMPORARY PARTIAL DISABLEMENT** means the temporary inability of the INSURED PERSON to participate in a substantial part of their usual employment, occupation or business activities, while they are under the regular care of and acting in accordance with the treatment, instructions or advice of a DOCTOR.

**TEMPORARY TOTAL DISABLEMENT** means temporary disablement which totally restricts an INSURED PERSON from performing his or her usual occupation or employment activities, or any other occupational or employment activities for which the INSURED PERSON has the experience, skills, education or training.

**TOOTH/TEETH** means a sound and natural PERMANENT tooth but does not include first or baby teeth, implants, prostheses or other dental restorations.

**TOTAL DISABLEMENT** means disablement which totally restricts an INSURED PERSON from performing his or her usual occupational or employment activities, or any other occupational or employment activities for which the INSURED PERSON has the experience, skills, education or training. If the INSURED PERSON is not employed, it means disablement which prevents the INSURED PERSON from participating in any and every occupation for the remainder of his or her life.

**YOU/YOUR** means the INSURED named in the SCHEDULE.

**WAR** means armed opposition, whether declared or not between two countries. In the event of a claim under any section of this POLICY resulting from WAR WE will not pay more than \$100,000 per event and \$500,000 in the aggregate within the INSURANCE PERIOD.

**WE/OUR/US** means DUAL Australia Pty Ltd (ACN 107 553 257) of Level 4 332 Kent Street, Sydney NSW 2000.

# Corporate Travel Insurance

## Policy Wording

The POLICY consists of 14 Sections with the following cover. YOU can choose any or all of the following types of cover.

- Section 1: Medical, Evacuation and Additional Expenses BENEFITS
- Section 2: Cancellation and Loss of Deposits BENEFITS
- Section 3: Personal Liability BENEFITS
- Section 4: Personal Accident - INJURY and SICKNESS BENEFITS
- Section 5: KIDNAP and EXTORTION BENEFITS
- Section 6: Political and Natural Disaster Evacuation BENEFITS
- Section 7: Alternative EMPLOYEE and Resumption of Assignment BENEFITS
- Section 8: Emergency Assistance BENEFITS
- Section 9: HIRE CAR Excess BENEFIT, and Return of HIRE CAR BENEFITS
- Section 10: Missed Transport Connection BENEFITS
- Section 11: LUGGAGE And PERSONAL EFFECTS and MONEY BENEFITS
- Section 12: Hijacking and Detainment BENEFITS
- Section 13: Extra Territorial Workers Compensation BENEFITS
- Section 14: BENEFITS at Home

The types of cover YOU have chosen will be shown on the SCHEDULE which attaches to the POLICY.

### **Section 1 - Medical, Evacuation and Additional Expenses BENEFITS**

If, as a result of INJURY or SICKNESS on a JOURNEY an INSURED PERSON incurs MEDICAL, EVACUATION AND ADDITIONAL EXPENSES outside the INSURED PERSON'S COUNTRY OF RESIDENCE WE will pay those expenses up to the maximum amount shown in the SCHEDULE providing:

- a) an amount is shown on the SCHEDULE against Section 1 - MEDICAL, EVACUATION AND ADDITIONAL EXPENSES BENEFITS;
- b) the MEDICAL, EVACUATION AND ADDITIONAL EXPENSES BENEFITS are incurred within 24 months from the date of first treatment by a DOCTOR.

### **Specific Definitions applying to Section 1**

**MEDICAL, EVACUATION AND ADDITIONAL EXPENSES BENEFITS** means: all reasonable costs incurred for medical treatment incurred for INJURY or SICKNESS outside the INSURED PERSONS COUNTRY OF RESIDENCE and incurred whilst on a JOURNEY as defined on the SCHEDULE for:

- i) Emergency medical treatment resulting in hospitalisation, surgery or other diagnostic or remedial treatments as undertaken or prescribed by a DOCTOR, including EMERGENCY EVACUATION AND REPATRIATION services as advised by a DOCTOR.

- ii) **EMERGENCY MEDICAL EVACUATION AND REPATRIATION** means: the emergency transportation of an INSURED PERSON to another location for the purposes of necessary and immediate medical treatment outside their COUNTRY OF RESIDENCE, or the repatriation of the INSURED PERSON to their COUNTRY OF RESIDENCE, including the cost of any accompanying medical staff as recommended by a DOCTOR. Any evacuation or repatriation must be organised by DUAL ASSIST or with its prior written agreement.

**Additional BENEFITS applying under Section 1:**

**Additional Expenses BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON suffers INJURY or SICKNESS, we will also pay up to the maximum amount shown against these BENEFITS in the SCHEDULE:

- a) Any additional expenses for travel, accommodation or out of pocket expenses reasonably and necessarily incurred as direct result of an INSURED PERSON'S INJURY or SICKNESS.
- b) Reasonable travel and accommodation expenses of up to two RELATIVES or ACCOMPANYING persons of the INSURED PERSON who, as a result of INJURY or SICKNESS to the INSURED PERSON, who, as certified by a DOCTOR, are required to travel with or remain with the INSURED PERSON.
- c) Where an INSURED PERSON sustains an INJURY or SICKNESS resulting in death WE will pay all reasonable incurred charges for the return of the INSURED PERSON'S body or ashes to his or her home address or the cost of a local funeral in the country where the INSURED PERSON dies. The maximum amount payable for this BENEFIT is \$50,000 per INSURED PERSON.
- d) Expenses to repair, replace or adjust dentures as the direct result of an INJURY sustained by the INSURED PERSON.
- e) Ongoing medical expenses incurred in Australia for a period of 24 months from the date of INJURY or SICKNESS where permitted by Commonwealth health legislation, for all reasonable and necessarily incurred medical costs resulting from INJURY or SICKNESS.

**Bed Confinement BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD, an INSURED PERSON is confined to bed under order of a DOCTOR for a period greater than forty eight (48) hours, WE will pay the INSURED PERSON the amount shown on the SCHEDULE against Section 1 up to the maximum number of days as shown on the SCHEDULE.

**Trauma BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD, an INSURED PERSON suffers psychological trauma as a result of witnessing, or being the victim of a criminal act such as murder, sexual assault, rape, violent robbery, or an act of mass destruction by terrorism or WAR ,or a 'force majeure', WE will pay (on receipt of actual invoices) up to \$500 per visit for services provided by a registered psychologist or psychiatrist (who is not a RELATIVE of the INSURED PERSON) on referral from a DOCTOR up to a maximum amount of \$5,000.

**Exclusions applying to Section 1**

These exclusions apply to Section 1 in addition to the general exclusions applying to all sections of the POLICY.

WE shall not be liable for any costs incurred:

- a) that are recoverable from any other source;

- b) for medical expenses within YOUR COUNTRY OF RESIDENCE, except where permitted by Commonwealth Health legislation;
- c) where travel is undertaken against medical advice or for the purpose of seeking medical treatment overseas, or the INSURED PERSON is not fit to travel;
- d) for any medication or treatment that either commenced or is known to be required during the JOURNEY prior to travel;
- e) for any treatment that occurs after a period of twenty four (24) months from the first date of treatment for INJURY or SICKNESS;
- f) incurred for any routine medical, optical or dental consultation or treatment;
- g) for expenses incurred for any condition known to the INSURED PERSON and for which treatment is required during the JOURNEY; or
- h) that fall within an EXCESS shown on the schedule.

## **Section 2 - Cancellation and Loss of Deposits BENEFITS**

### **Cancellation**

Should an INSURED PERSON, whilst on a JOURNEY incur a loss of travel or accommodation expenses paid in advance by the INSURED or the INSURED PERSON, which is not recoverable from any other source, or the INSURED or INSURED PERSON incurs reasonable additional expenses following the necessary cancellation, alteration, or curtailment of the INSURED PERSON'S travel, WE will reimburse up to the amount showing on the SCHEDULE due to:

- a) the unexpected death, INJURY, incapacity, or quarantine of an INSURED PERSON or any ACCOMPANYING person;
- b) the INSURED PERSON having to return to their COUNTRY OF RESIDENCE due to the unexpected death or SERIOUS INJURY or SERIOUS SICKNESS of an INSURED PERSON'S RELATIVE, close business associate or ACCOMPANYING person providing that such person is under 80 years of age and whose treating DOCTOR recommends such travel.; or
- c) any other unforeseen circumstances outside the control of the INSURED or INSURED PERSON.

### **Loss of Deposits**

Should an INSURED PERSON, prior to beginning a JOURNEY incur a loss of travel or accommodation expenses paid in advance by the INSURED or the INSURED PERSON, which is not recoverable from any other source WE will reimburse the INSURED or the INSURED PERSON up to the amount shown on the SCHEDULE provided that the loss was due to:

- a) the unexpected death, INJURY, incapacity, or quarantine of an INSURED PERSON or any ACCOMPANYING person;
- b) the INSURED PERSON having to cancel their travel due to the unexpected death or SERIOUS INJURY or SERIOUS SICKNESS of an INSURED PERSON'S RELATIVE, close business associate or ACCOMPANYING person providing that such person is under eighty (80) years of age; or
- c) any other unforeseen circumstances outside the control of the INSURED or INSURED PERSON.

If the travel or accommodation covered by Section 2 has been purchased through the use of reward points, WE will reimburse the lowest available retail price for those tickets or bookings at the time they were issued not exceeding the amount shown on the SCHEDULE, provided that the reward points are not recoverable by YOU, or the INSURED PERSON from any other source.

### **Exclusions applying to Section 2**

These exclusions apply to Section 2 in addition to the general exclusions applying to all sections of the POLICY.

WE will not pay any BENEFITS for:

- a) carrier caused delays where the expenses are recoverable from the carrier;
- b) any changes in plans or disinclination to travel on the part of the INSURED PERSON;
- c) any costs incurred due to cancellation, alteration or curtailment where the INSURED PERSON was aware prior to booking that the travel or accommodation services may be cancelled, altered or curtailed for any reason;
- d) any loss arising out of business or contractual obligations of YOU or the INSURED PERSON or any other person, unless due to circumstances beyond YOUR and the INSURED PERSON'S control;
- e) the inability of any travel provider, wholesaler or agent to fulfil arrangements due to the deficiency in required numbers of travellers to participate in the JOURNEY;
- f) financial failure or default of any company, carrier or interested party; or
- g) the death of a RELATIVE or ACCOMPANYING person with a known short life span.

### **Section 3 - Personal Liability BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON becomes legally liable for any accidental personal injury or physical damage to property WE will indemnify the INSURED PERSON up to the amount shown against this BENEFIT in the SCHEDULE for legal liability for:

- a) damages or compensation; and
- b) legal expenses, including defence costs.

### **Additional BENEFITS under Section 3**

#### **Court Attendance BENEFIT**

If the INSURED PERSON is required to attend court in connection with an event that has resulted in a valid claim under this Section, WE will pay the INSURED PERSON \$100 per day for each day he or she is required attend court, up to a maximum amount of \$1,000.

#### **Conditions applying to this Section**

- a) No admission of liability, fault or guarantee of payment can be made without OUR prior written consent.
- b) WE shall have full discretion in the handling of any proceedings involving the INSURED PERSON at OUR discretion including taking over and conducting any defence on the INSURED PERSON'S behalf.

### **Exclusions applying to Section 3**

These exclusions apply to Section 3 in addition to the general exclusions applying to all Sections of the POLICY.

WE will not pay any BENEFITS:

- a) relating to bodily INJURY to an INSURED PERSON, or any RELATIVE normally residing with them;
- b) for bodily INJURY to an INSURED PERSON or any EMPLOYEE arising out of the course of their employment;
- c) for loss of or damage to property owned by or in control of the INSURED PERSON;
- d) any damage or loss arising out of the ownership, use or possession of any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft by YOU or an INSURED PERSON;
- e) for any loss or damage or bodily INJURY arising as result of the INSURED PERSON'S business, trade or profession or professional advice given by YOU or the INSURED PERSON;
- f) for any liability arising under any contract unless such liability would have arisen in the absence of such contract; or
- g) for any liability for exemplary, punitive or aggravated damages.

#### **Section 4 – Personal Accident – INJURY and SICKNESS BENEFITS**

##### **INJURY**

WE will pay BENEFITS as set in the Table of INSURED EVENTS numbered 1, 2, 4, 6 and 7 for an INJURY of an INSURED PERSON if:

- a) the INSURED EVENT occurs whilst the INSURED PERSON is on a JOURNEY during the INSURANCE PERIOD; and
- b) an amount is shown on the SCHEDULE against the relevant Table for that INSURED EVENT.

##### **SICKNESS**

WE will pay BENEFITS as set in the Table of INSURED EVENTS numbered 3 and 5 for the SICKNESS of an INSURED PERSON if:

- a) the INSURED EVENT occurs whilst the INSURED PERSON is on a JOURNEY during the INSURANCE PERIOD; and
- b) an amount is shown on the SCHEDULE against the relevant Table for that INSURED EVENT.

##### **TABLE 1 – Lump Sum BENEFITS**

If, as a result of INJURY, an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 1 WE will pay the BENEFIT set out in Table 1.

Cover only applies under Table 1 if the INSURED EVENT occurs within twelve (12) months of the date of INJURY.

**Table of INSURED EVENTS – Table 1**

<b>INSURED EVENTS</b>	<b>BENEFIT</b>
	As a percentage of the amount as shown against the SCHEDULE for Table 1 – Lump Sum BENEFITS
1. Accidental Death	100%
2. PERMANENT TOTAL DISABLEMENT	100%
3. PERMANENT and incurable paralysis of all LIMBs	100%
4. LOSS of sight of both eyes	100%
5. LOSS of sight one (1) eye	100%
6. LOSS of one or more LIMBs	100%
7. PERMANENT and incurable insanity	100%
8. LOSS of the lens of both eyes	100%
9. LOSS of the lens of one (1) eye	60%
10. LOSS of hearing in both ears	100%
11. LOSS of hearing in one (1) ear	20%
12. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
13. LOSS of four fingers and thumb of either HAND	80%
14. LOSS of four fingers of either HAND	50%
15. LOSS of one thumb (two (2) joints) of either HAND - each	30%
16. LOSS of one thumb (one (1) joint) of either HAND - each	15%
17. LOSS of one finger (three (3) joints) of either HAND - each	15%
18. LOSS of one finger (two (2) joints) of either HAND -each	10%
19. LOSS of one finger (one (1) joint) of either HAND - each	5%

20.	LOSS of all toes of either FOOT	15%
21.	LOSS of great toe (two (2) joints) of either FOOT	5%
22.	LOSS of great toe (one (1) joint) of either FOOT	3%
23.	LOSS of toes, other than great toe, of either FOOT - each Toe	1%
24.	FRACTURED leg or patella with established non union	10%
25.	Shortening of a leg by at least 5cm	7.5%
26.	PERMANENT TOTAL DISABLEMENT not otherwise provided for under INSURED EVENTS 9 and 11-25 inclusive.	Such a percentage of the amount showing against the SCHEDULE as WE shall in OUR absolute discretion determine and being in OUR opinion consistent with the BENEFITS provided under INSURED EVENTS 9 and 11-25 inclusive. The maximum amount payable is 75% of the amount showing on the SCHEDULE against Table 1 Lump Sum BENEFITS..

**TABLE 2 – Surgical Lump Sum BENEFITS - INJURY Resulting In Surgery**

If, as a result of INJURY occurring outside Australia, or the INSURED PERSON'S COUNTRY OF RESIDENCE, an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 2 WE will pay the BENEFITS set out in Table 2.

Cover only applies for an INSURED EVENT under Table 2 if the INJURY results directly in the INSURED EVENT and the surgery is carried out within twelve (12) months of the date of INJURY.

**Table of INSURED EVENTS – Table 2**

INSURED EVENTS		BENEFITS As a percentage of the amount shown against the SCHEDULE for Table 2 – Lump Sum BENEFITS – INJURY Resulting in Surgery
27.	Craniotomy	100%
28.	Amputation of a LIMB	50%
29.	Fracture of a LIMB requiring open reduction	50%
30.	Dislocation requiring open reduction	25%
31.	Any other surgical procedure carried out under a general anaesthetic	5%

**TABLE 3 – Surgical Lump Sum BENEFITS - SICKNESS Resulting In Surgery**

If , as a result solely and directly of SICKNESS first manifesting itself outside Australia or the INSURED PERSON'S COUNTRY OF RESIDENCE , an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 3 WE will pay the BENEFIT.

Cover only applies for an INSURED EVENT under Table 3 if:

- a) the surgery is undertaken outside and before YOUR return to Australia, or YOUR COUNTRY OF RESIDENCE; and
- b) the SICKNESS results directly in the INSURED EVENT and the surgery is carried out within twelve (12) months of the first manifestation of the SICKNESS.

**Table of INSURED EVENTS – Table 3**

<b>INSURED EVENTS</b>		<b>BENEFITS</b>
		<b>As a percentage of the amount shown against the SCHEDULE for Table 3 – Lump Sum BENEFITS - SICKNESS Resulting in Surgery</b>
32.	Open heart Surgical procedure	100%
33.	Brain surgery	50%
34.	Abdominal surgery carried out under general anaesthetic	50%
35.	Any other surgical procedure carried out under a general anaesthetic	5%

**TABLE 4 – Weekly BENEFITS – INJURY**

If, as a result of INJURY an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 4 WE will pay the BENEFIT set out in Table 4.

Cover only applies for an INSURED EVENT under Table 4 if;

- a) the EXCESS PERIOD has been served by the INSURED PERSON; and
- b) the INJURY results directly in the INSURED EVENT which must occur within twelve (12) months of the date of the INJURY.

All BENEFITS under Table 4 are subject to the BENEFIT PERIOD, EXCESS PERIOD and percentage of SALARY shown on the SCHEDULE. No BENEFIT shall be payable in excess of the percentage of SALARY shown on the SCHEDULE.

**Table of INSURED EVENTS – Table 4**

INSURED EVENTS	BENEFITS
36. TEMPORARY TOTAL DISABLEMENT	During such disablement, the Weekly BENEFIT shown on the SCHEDULE against Table 4, Weekly BENEFITS – INJURY, but not exceeding the SALARY of the INSURED PERSON.
37. TEMPORARY PARTIAL DISABLEMENT	a) If the INSURED PERSON returns to work in a reduced capacity, The BENEFIT amount payable shall be the difference between the BENEFIT payable for Event 36 and the SALARY of the INSURED PERSON; or b) If the INSURED PERSON does not return to work, The BENEFIT payable shall be 25% of the BENEFIT payable for Event 36.

**TABLE 5 – Weekly BENEFITS – SICKNESS**

If, as a result solely and directly of SICKNESS an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 5 WE will pay the BENEFIT set out in Table 5.

Cover only applies for an INSURED EVENT under Table 5 if:

- a) the EXCESS PERIOD has been served by the INSURED PERSON; and
- b) the SICKNESS results directly in the INSURED EVENT, which must occur within twelve (12) months of the date of the first manifestation of the SICKNESS.

All BENEFITS under Table 5 are subject to the BENEFIT PERIOD, EXCESS PERIOD and percentage of SALARY as shown on the SCHEDULE. No BENEFIT shall be payable in excess of the percentage of SALARY as shown on the SCHEDULE.

**Table of INSURED EVENTS – Table 5**

INSURED EVENTS	BENEFITS
38. Temporary TOTAL DISABLEMENT	During such disablement , the Weekly BENEFIT shown on the SCHEDULE against Table 5, Weekly BENEFITS – SICKNESS, but not exceeding the SALARY of the INSURED PERSON
39. TEMPORARY PARTIAL DISABLEMENT	a) If the INSURED PERSON returns to work in a reduced capacity, The BENEFIT payable shall be the difference between the BENEFIT payable for Event 38 and the SALARY of the INSURED PERSON;

Or

- b) If the INSURED PERSON does not return to work, The BENEFIT payable shall be 25% of the BENEFIT payable for Event 38

#### TABLE 6 – FRACTURED Bones BENEFITS - INJURY

If, as a result of INJURY, an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 6 WE will pay the BENEFIT set out in Table 6.

- a) Cover only applies for an INSURED EVENT under Table 6 if the INJURY results directly in the INSURED EVENT.

More than one BENEFIT can be claimed for INSURED EVENTS arising out of any one accident, up to a combined maximum BENEFIT any one accident as shown on the SCHEDULE against Table 6 – FRACTURED Bones BENEFITS – INJURY.

Table of INSURED EVENTS – Table 6

INSURED EVENTS Fracture of:	BENEFITS As a percentage of the Sum shown against the SCHEDULE for Table 6 – FRACTURED Bones
40. Neck, skull, or spine (complete fracture)	100%
41. Hip , pelvis	75%
42. Shoulder blade	50%
43. Collarbone, upper leg	30%
44. Upper arm , kneecap, forearm, elbow	25%
45. Lower leg, jaw, wrist, cheek , ankle, HAND, FOOT	20%
46. Rib	10%
47. Finger, thumb, toe	7.5%

#### TABLE 7 – Dental BENEFITS - INJURY

If, as a result of INJURY, an INSURED PERSON suffers any of the INSURED EVENTS listed below in Table 7 WE will pay the BENEFIT set out in Table 7.

Cover only applies for an INSURED EVENT under Table 7 if the INJURY results directly in the INSURED EVENT, which must occur within twelve (12) months of the date of the INJURY.

The maximum BENEFIT payable with respect to any one INJURY shall be \$250 per TOOTH up to a maximum of \$1,000 unless otherwise shown on the SCHEDULE against Table 7 Dental BENEFITS – INJURY.

**Table of INSURED EVENTS – Table 7**

<b>INJURY resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the INJURY:</b>	<b>BENEFITS As a percentage of the amount shown against the SCHEDULE for Table 7 – DENTAL BENEFITS</b>
48. LOSS of TEETH resulting in prosthetic replacement - per TOOTH	100%
49. Damage to TEETH resulting in prosthetic restoration - per TOOTH	50%

**Additional BENEFITS under Section 4**

**Transport to and from work BENEFIT**

On the occurrence of INSURED EVENTS 37 or 39 and in the event that an INSURED PERSON requires transportation assistance in order to get to and from his or her usual place of employment due to his or her disablement, WE will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$25 (twenty-five dollars) per day for a maximum period of twelve (12) weeks. Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the INSURED PERSON.

**Re-imbusement of professional or membership fees.**

On the occurrence of any of INSURED EVENTS 1 - 8, 10, 36 or 38, and where an INSURED PERSON will no longer reasonably derive any BENEFIT from membership of a professional association, union, industry body or similar organization directly related to their employment, WE will reimburse the INSURED PERSON, on a pro rata basis from the date of INJURY or SICKNESS for a maximum of two (2) memberships, upon actual receipt of tax invoices up to a maximum amount of two hundred and fifty dollars (\$250) per membership.

**Escalation BENEFIT (Weekly BENEFIT increase after 12 months)**

After payment of the BENEFIT amount under INSURED EVENTS 36, 37, 38, or 39 continuously for twelve (12) months, and again after for each subsequent period of twelve (12) months for which a BENEFIT is payable the BENEFIT will be increased by five percent (5%) per annum on a compound basis.

### **Return to work assistance**

On the occurrence of INSURED EVENTS 36, 37, 38, or 39, WE will reimburse expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the INSURED PERSON, provided that such participation is undertaken with OUR written consent and the agreement of the INSURED PERSON'S DOCTOR. This BENEFIT will be limited to the actual costs incurred by the INSURED PERSON not exceeding ten thousand dollars (\$10,000) in total.

### **Twelve (12) weeks guaranteed payment**

If an INSURED PERSON sustains an INJURY or suffers a SICKNESS for which BENEFITS are payable under Events 36 or 38, and upon receipt of proper medical evidence from a DOCTOR certifying that the total period of Temporary TOTAL DISABLEMENT will be a minimum of twenty-six (26) weeks, WE will immediately pay twelve (12) weeks BENEFITS as provided for in the SCHEDULE.

### **Exposure to the elements**

If as a result of an INJURY occurring whilst on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON is exposed to the elements and suffers from any of the INSURED EVENTS set out in any of the tables of INSURED EVENTS as a direct result of that exposure, WE will pay BENEFITS as provided for in the SCHEDULE.

### **Disappearance**

If an INSURED PERSON disappears following the disappearance, sinking or wrecking of a covered conveyance in which the INSURED PERSON was travelling on a JOURNEY during the INSURANCE PERIOD, and the INSURED PERSON's body has not been found within twelve (12) months after the date of disappearance, WE will pay a BENEFIT for INSURED EVENT 1 on the assumption that the INSURED PERSON died as a result of an INJURY at the time of the disappearance, sinking or wrecking of the conveyance.

### **Corporate Image/Brand Protection**

If during the INSURANCE PERIOD one or more INSURED PERSONS suffers an INJURY resulting in a valid claim or claims for INSURED EVENTS 1 or 2 in Table 1, and it is determined by US that the results of these INSURED EVENTS would harm the INSURED'S corporate brand or image, WE will reimburse YOU for costs (excluding YOUR own internal costs) actually incurred to engage the services of public relations consultants, including the distribution of information through various media to protect the INSURED'S brand or image. Any costs must be incurred within fifteen (15) days of the INSURED EVENT and must be agreed to by US in our absolute discretion, with a signed undertaking that if the INSURED EVENT is not covered under the POLICY this BENEFIT will be returned to US. The maximum amount WE will pay for this BENEFIT is \$15,000.

#### **General conditions applying to Section 4**

**These general conditions apply to Section 4 in addition to the general conditions applying to all sections of the POLICY.**

- a) BENEFITS will not be payable for more than one of the INSURED EVENTS 1-26 arising out of the same INJURY. In that event, the highest BENEFIT applicable will be payable.
- b) Further, any BENEFIT payable for INSURED EVENTS 1-26 will be reduced by any BENEFIT paid or payable for INSURED EVENTS 36 and 37 in respect of the same INJURY.
- c) Subject to general conditions j), no weekly BENEFITS will be payable for INSURED EVENTS 36, 37, 38 or 39 greater than one hundred and fifty six (156) weeks in total in respect of any one INJURY or SICKNESS, unless otherwise stated on the SCHEDULE.
- d) BENEFITS will not be payable for more than one of the BENEFITS described in Section 4, Table 2 for INSURED EVENTS 27 to 31 inclusive or in Section 4, Table 3 for INSURED EVENTS 32 to 35 inclusive, in respect of any one INJURY or SICKNESS.
- e) Unless otherwise stated on the SCHEDULE, BENEFITS payable to INSURED PERSONS under eighteen (18) years of age for INSURED EVENTS 1-26 will be 10 percent (10%) of the lowest BENEFIT stated in the Table of BENEFITS relating to INSURED EVENTS 1-26.
- f) WE will pay one-fifth (1/5th) of the weekly BENEFITS for each day of disablement where disablement lasts for less than a week after expiry of the EXCESS PERIOD for INSURED EVENTS 37 and 39.
- g) The weekly BENEFITS payable for INSURED EVENTS 36, 37, 38 and 39, will be reduced by the amount of any other weekly benefit the INSURED PERSON is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk, so that the BENEFIT payable under the POLICY will be the amount by which the BENEFIT payable under the POLICY exceeds any other benefits to which the INSURED PERSON is entitled.
- h) If as a result of INJURY or SICKNESS, BENEFITS become payable under Section 4 and, whilst the POLICY is in force, the INSURED PERSON suffers a recurrence of INSURED EVENTS 36, 37, 38 or 39 from the same INJURY or SICKNESS, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, the INSURED PERSON has held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new INJURY or SICKNESS and a new EXCESS PERIOD shall apply.
- i) No BENEFITS are payable for INSURED EVENT 2, 36, 37, 38 or 39 for any INSURED PERSON over the age of seventy five (75) years.
- j) The MAXIMUM BENEFIT PERIOD for INSURED EVENTS 36, 37, 38 and 39 for an INSURED PERSON aged between 66 and 75 is fifty two (52) weeks.
- k) All weekly BENEFITS will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional BENEFIT in Section 4 of this POLICY applies.
- l) Unless an INSURED PERSON otherwise directs all BENEFITS shall be paid to the INSURED PERSON, or, in the case of the INSURED PERSON's death, to the INSURED PERSON's legal personal representative.
- m) No cover is provided for INSURED EVENTS 38 or 39 with respect to any SICKNESS which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies

arising from it.

### **Section 5 – KIDNAP and EXTORTION BENEFITS**

If whilst on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON is KIDNAPPED, WE will reimburse YOU up to the amount shown on the SCHEDULE against Section 5 for:

- a) the reasonable costs of retaining independent consultants with appropriate expertise for the exclusive function of, investigating the KIDNAP, negotiating the release of the INSURED PERSON, paying EXTORTION/RANSOM MONIES or recovering the INSURED PERSON provided that WE have given OUR prior written consent to the use of such consultants; or
- b) EXTORTION/RANSOM MONIES paid by YOU for a KIDNAP or EXTORTION occurring during the INSURANCE PERIOD; or
- c) loss of EXTORTION/RANSOM MONIES due to seizure, misappropriation, theft, or destruction, whilst being delivered to a person demanding those monies by anyone who is authorised by YOU or an INSURED PERSON to have custody thereof, provided that the KIDNAP or EXTORTION which gave rise to the delivery is covered under the POLICY.

WE will also pay:

- d) reasonable payment made by YOU to a person providing information which leads to the arrest of the individuals responsible for a KIDNAP or EXTORTION covered under the POLICY;
- e) usual and customary transaction or loan costs charged by a financial institution for arranging money to be used for payment of EXTORTION/RANSOM MONIES;
- f) reasonable additional travel and accommodation expenses incurred by YOU or an INSURED PERSON as a result of a KIDNAP or EXTORTION that were not part of the original travel budget
- g) SALARY paid by YOU to an INSURED PERSON or on behalf of an INSURED PERSON who is the victim of a KIDNAP up to:
  - i. forty five (45) days after the release of the INSURED PERSON from a KIDNAP;
  - ii. the confirmed date of the death during the period of the KIDNAP of the INSURED PERSON;
  - iii. one hundred and eighty (180) days after YOU receive the last credible evidence that the INSURED PERSON is still alive; or
  - iv. five (5) years from the date of the KIDNAP, if the victim has not been released.
- h) costs incurred in reuniting the INSURED PERSON with his or her immediate family upon his or her release and the travel costs of an EMPLOYEE to replace the KIDNAP victim. Travel costs will be at an economy fare and WE will only meet one fare for any INSURED PERSON and replacement person in any one INSURANCE PERIOD;
- i) actual reasonable expenses of a qualified interpreter required by YOU or an INSURED PERSON in the event of a KIDNAP or EXTORTION; and
- j) any other reasonable and necessary expenses incurred by YOU with OUR prior approval in resolving a KIDNAP or EXTORTION covered by the POLICY.

### **Specific Definitions applying to Section 5**

**KIDNAP** means the illegal abduction and holding hostage of one or more INSURED PERSON for the purpose of demanding EXTORTION/RANSOM MONIES as a condition of release. A joint KIDNAP of more than one INSURED PERSON shall be considered a single KIDNAP.

**EXTORTION** means to intimidate by a threat or series of threats to KIDNAP or cause bodily INJURY.

**EXTORTION/RANSOM MONIES** means a consideration paid for the return of a KIDNAP victim or consideration paid to terminate or end an EXTORTION, to a person believed to be responsible for the KIDNAP or EXTORTION and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

#### **General Conditions applying to Section 5**

These general conditions apply to Section 5 in addition to the general conditions applying to all Sections of the POLICY.

- a) YOU and each and every INSURED PERSON will make a every reasonable effort not to disclose the existence of this insurance;
- b) The maximum aggregate amount payable for all BENEFITS under this section shall not exceed the limit stated in the SCHEDULE for Section 5.

#### **Exclusions applying to Section 5**

These exclusions apply to Section 5 in addition to the exclusions applying to all Sections of the POLICY.

BENEFITS shall not be payable for:

- a) any loss resulting from the surrender of property, personal belongings or money as the result of a physical face-to-face encounter involving the use of threat or force or physical violence unless such property, personal belongings or money are EXTORTION/RANSOM MONIES being stored or transported for the purpose of paying an EXTORTION or KIDNAP demand.
- b) any loss relating to the KIDNAP or EXTORTION of an INSURED PERSON, where the INSURED PERSON is a permanent resident of , or has stayed for more than one hundred and eighty (180) consecutive days in, the country where the KIDNAP or EXTORTION occurs.

#### **Section 6 - Political and Natural Disaster Evacuation BENEFITS**

If on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON:

- a) is advised or requested to leave a foreign country by officials of that country;
- b) falls within a category of persons advised through a warning to leave that country issued by the Australian Department of Foreign Affairs and Trade;
- c) is declared persona non grata in that country; or
- d) is subjected to a major natural disaster occurring in that country which necessitates the immediate evacuation of the INSURED PERSON in order to avoid risk of INJURY or SICKNESS

WE will pay the cost of an economy class airfare for the INSURED PERSON'S return to his or her COUNTRY OF RESIDENCE or the nearest place of safety up to the amount shown on the SCHEDULE for Section 6 AND the INSURED PERSON'S reasonable accommodation costs up to a maximum of \$250 per day for a period not exceeding 14 days, if the INSURED PERSON is unable to return to his or her COUNTRY OF RESIDENCE.

### **General Conditions applying to Section 6**

These general conditions apply to Section 6 in addition to the general conditions applying to all Sections of the POLICY.

- a) If an INSURED PERSON is required to leave the foreign country they are in, cover must be confirmed with DUAL ASSIST before any BENEFITS are payable.
- b) The maximum amount WE will pay for all claims made under Section 6 during the INSURANCE PERIOD by all INSURED PERSONS shall not exceed the limit of liability shown in the Schedule against Section 6.

### **Exclusions applying to Section 6**

These exclusions apply to Section 6 in addition to the general exclusions applying to all Sections of the POLICY.

WE will not pay any BENEFITS:

- a) if YOU or the INSURED PERSON violate the laws or regulations of the country from which he or she is to be evacuated;
- b) if YOU or the INSURED PERSON fail to maintain immigration, work, residence or similar visas, permits or other similar authorisations;
- c) due to debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
- d) if YOU or an INSURED PERSON breach any contractual obligations or bond to or fail to comply with any conditions in a licence, permit, visa or any similar authorisation;
- e) if the INSURED PERSON is a national of the country from which he or she is to be evacuated;
- f) if any of the EVENTS that necessitated the INSURED PERSON'S evacuation were in existence or had already occurred, or their occurrence was reasonably foreseeable before the INSURED PERSON entered the country; or
- g) for expenses incurred as part of any original travel budget.

### **Section 7 - Alternative EMPLOYEE and Resumption of Assignment BENEFITS**

If as a result of an INSURED PERSON suffering an INJURY or SICKNESS whilst on a JOURNEY during the INSURANCE PERIOD resulting in repatriation to his or her COUNTRY OF RESIDENCE, WE will pay the necessary and reasonable costs up to the amount shown on the SCHEDULE for:

- a) sending a replacement EMPLOYEE to complete the assignment or business activities of the INSURED PERSON; or
- b) the necessary and reasonable costs for returning the INSURED PERSON to recommence their business activities or assignment within ninety (90) days of returning to Australia or their COUNTRY OF RESIDENCE as result of their claim being admitted and accepted under Section 1.

If as a result of an INSURED PERSON suffering an unexpected death whilst on a JOURNEY during the INSURANCE PERIOD WE will pay the necessary and reasonable costs up to the amount shown on the Schedule for sending a replacement EMPLOYEE to complete the assignment or business activities of the INSURED PERSON.

### **General conditions applying to Section 7**

These general conditions apply to Section 7 in addition to the general conditions applying to all Sections of the POLICY.

Cover under Section 7 is for the cost of the same class of travel purchased by or for the INSURED PERSON for the original JOURNEY and other essential costs incurred in either sending an alternative EMPLOYEE or returning the INSURED PERSON to recommence the business activities or assignment of the INSURED.

### **Exclusions applying to Section 7**

These exclusions apply to Section 7 in addition to the general exclusions applying to all Sections of the POLICY.

WE shall not pay any BENEFITS:

- a) where travel is undertaken against the advice of a DOCTOR; or
- b) for costs that had been necessarily paid, budgeted for or incurred by the INSURED or INSURED PERSON prior to commencement of a JOURNEY as part of the original travel budget for that JOURNEY.

### **Section 8 - Emergency Assistance BENEFITS**

In the event of an emergency on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON requires emergency assistance, the INSURED PERSON has the services of DUAL ASSIST available to them.

DUAL ASSIST can be contacted by either:

Telephone on +61 2 8907 5614 either direct or by reverse charges

Email: [help@customercare.com.au](mailto:help@customercare.com.au): or

SMS on +61 (0) 427 042 290

Services provided by DUAL ASSIST may include the following in accordance with the terms conditions and BENEFITS offered under this POLICY

- a) 24-hour medical advice;
- b) referral to medical provider / facility;
- c) medical monitoring ;
- d) paying of overseas hospital bills;
- e) co-ordination of urgent and non urgent aero-medical retrievals;
- f) organising the return home of incapacitated travellers with or without an escort;
- g) co-ordination of the repatriation of mortal remains;
- h) arranging wheelchair and porter assistance ;
- i) interpreting of medical reports /advice;
- j) referral to airline, embassy or other travel provider domestically or overseas;

- k) assistance with reissue of passport, tickets or other travel documents;
- l) rerouting of flights/ itinerary; and
- m) relay messages to and from family members .

#### **General Conditions applying to Section 8**

These general conditions apply to Section 8 in addition to the general conditions applying to all Sections of the POLICY.

- a) The INSURED PERSON must provide DUAL ASSIST with all required assistance, documentation or other in order to provide the above services where requested;
- b) Should assistance services be provided in good faith to a person who is not an INSURED PERSON, YOU shall reimburse US for all incurred costs;
- c) All assistance is provided on a best endeavours basis and there is no guarantee that all requests for assistance can be met by the DUAL ASSIST.

#### **Section 9 – HIRE CAR Excess BENEFIT and Return of HIRE CAR BENEFITS**

##### **HIRE CAR Excess BENEFIT**

If an INSURED PERSON hires or rents a car and that HIRE CAR suffers damage or is stolen whilst under the control of the INSURED PERSON WE will reimburse YOU or the INSURED PERSON for the excess applying to the rental/hire agreement for the HIRE CAR up to the amount shown against this BENEFIT in the SCHEDULE if:

- a) The damage occurs during a JOURNEY in the INSURANCE PERIOD; and
- b) The damage is not otherwise excluded under the terms and conditions of the POLICY;

##### **Return of HIRE CAR BENEFITS**

WE will also reimburse the actual costs incurred by an INSURED PERSON for the return of a HIRE CAR up to a maximum \$1,000 should the INSURED PERSON:

- a) be unable to fulfil their contractual obligations in returning a HIRE CAR due to unforeseen circumstances that give rise to a covered claim under any section of the POLICY; and
- b) there is an amount shown for this BENEFIT in the SCHEDULE.

##### **Own Car BENEFIT**

If an INSURED PERSON uses their own vehicle and that vehicle is damaged in a collision with another vehicle whilst under the control of the INSURED PERSON WE will reimburse the INSURED PERSON:

- a) the motor vehicle insurance policy excess, or actual repair costs, if lower than the excess
- b) any substantial cumulative loss of any no claim allowance not otherwise recoverable from any other source
- c) \$500 per week for the cost of hiring a similar car in the event of total loss of use of the damaged motor vehicle as a result of the collision.

The maximum amount WE will pay in respect of any one (1) collision is:

- i. up to \$2,000 for a) and b) above as a combined maximum limit; and
- ii. up to \$2,500 for c).

Cover only applies for this BENEFIT if:

- a. there is an amount shown against this BENEFIT in the SCHEDULE;
- b. the collision occurs while the motor vehicle is being used for the business purposes of the INSURED on a JOURNEY during in the INSURANCE PERIOD;
- c. the INSURED PERSON was in control of the motor vehicle at the time of the collision; and
- d. the motor vehicle was comprehensively Insured at the time of the collision

#### **General Conditions applying to Section 9**

These general conditions apply to Section 9 in addition to the general conditions applying to all Sections of the POLICY.

- a) The INSURED PERSON must take out all comprehensive HIRE CAR insurance for loss or damage as offered by the rental/hire company for the duration of the rental period or, in the case of his or her own motor vehicle must have current comprehensive motor vehicle insurance.
- b) The INSURED or INSURED PERSON must furnish DUAL with all supporting evidence requested in order to process a claim under this section of the POLICY.
- c) The INSURED PERSON must hold a valid driver's licence for the country in which the motor vehicle or HIRE CAR is to be driven.
- d) Where the vehicle is owned by the INSURED PERSON the vehicle must be involved in a vehicle to vehicle collision
- e) The maximum amount payable for all BENEFITS under Section 9 for any one event, shall not exceed the limit of liability shown against this BENEFIT in Section 9 in the SCHEDULE.

#### **Exclusions applying to Section 9**

These exclusions apply to Section 9 in addition to the general exclusions applying to all Sections of the POLICY.

WE will not pay any BENEFITS under Section 9:

- a) if the HIRE CAR is used for an illegal or criminal purpose;
- b) if the HIRE CAR is being driven by or is under the control of an INSURED PERSON whilst the INSURED PERSON or any person driving the vehicle with the consent of the INSURED PERSON is under the influence of alcohol in excess of the prescribed legal limit or is affected by any drug or similar substance;
- c) if the HIRE CAR or the INSURED PERSON's own motor vehicle is used on any private roadway or a roadway that is not suitable for two wheel drive vehicles; or

- d) if the HIRE CAR is used in violation of the terms and conditions of the hire/rental agreement or the HIRE CAR or the INSURED PERSON'S own motor vehicle is used in breach of the terms and conditions in the comprehensive motor vehicle insurance contract relating to that vehicle.

#### **Section 10 - Missed Transport Connection BENEFIT**

If an INSURED PERSON is scheduled to attend a business meeting or conference, which cannot be delayed, and the INSURED PERSON is delayed due to unforeseen circumstances outside his or her control resulting in a missed transport connection, WE will reimburse the reasonable extra costs (less any recoveries that may be available to YOU or the INSURED PERSON), necessarily required for the use of alternative public transport in order to arrive at his or her destination at the scheduled time provided that:

- a) an amount is shown for this BENEFIT in the SCHEDULE;
- b) the INSURED PERSON is on a JOURNEY as authorised by the INSURED; and
- c) any unused original travel costs which are recovered are provided to US.

#### **Exclusions applying to Section 10**

These exclusions apply to Section 10 in addition to the general exclusions applying to all Sections of the POLICY.

WE will not pay any BENEFITS:

- a) where the missed transport connection is due to any personal, business or employment commitment, or financial obligation of the INSURED PERSON or any other person; or
- b) for the failure of any tour operator, carrier, or wholesaler to fulfil any travel arrangements due to a deficiency in the required number of travellers to commence the travel.

#### **Section 11- LUGGAGE AND PERSONAL EFFECTS and MONEY BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON suffers the loss, damage or theft of their LUGGAGE AND PERSONAL EFFECTS or MONEY, WE will reimburse the INSURED PERSON in respect of such loss, damage or theft not exceeding the amount shown for Section 11 in the SCHEDULE.

#### **Specific Definitions applying to Section 11**

**LUGGAGE AND PERSONAL EFFECTS** means personal property belonging to the INSURED PERSON or for which the INSURED PERSON is legally responsible, including office equipment, taken on the JOURNEY or acquired during a JOURNEY, and includes:

- a) Travel documentation such as passports, drivers licence, birth certificates, insurance documents;
- b) Electrical goods, such as personal computers, personal music devices, mobile phones digital cameras and other devices determined by us to be electrical;
- c) Clothing, accessories and other wearable items, toiletries, and other related personal items.

**MONEY means** coins, bank notes, money orders, travellers cheques, cheques, and credit or debit cards.

### **Delayed LUGGAGE AND PERSONAL EFFECTS BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON'S LUGGAGE AND PERSONAL EFFECTS are delayed, mislaid or misdirected by a carrier for more than eight (8) consecutive hours, WE will reimburse any reasonable expenses incurred by an INSURED PERSON in purchasing essential replacement clothing and toiletries not exceeding the amount shown for this BENEFIT in the SCHEDULE.

### **Conditions applying to Section 11**

These conditions apply to Section 11 in addition to the general conditions applying to all Sections of the POLICY.

- a) Cover for MONEY shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the JOURNEY whichever is the later, and ends 72 hours after the INSURED PERSON'S arrival back in his or her COUNTRY OF RESIDENCE
- b) The INSURED PERSON shall take all reasonable steps to for the safety and protection and supervision of any LUGGAGE AND PERSONAL EFFECTS, or MONEY;
- c) Any loss of property must be substantiated by receipts or proof of purchase of articles claimed for, and withdrawal confirmation for any MONEY lost or stolen;
- d) Any loss through theft or loss by a third party must be substantiated with police reports in the case of theft or written reports from the carrier or other party responsible for the loss must be provided to US as soon as possible after the loss;
- e) Where any payment is made under this section WE shall be entitled, as WE see fit, to take and keep possession of any property for which a claim has been paid;
- f) The maximum amount for which WE will indemnify the INSURED PERSON in the event of unauthorised fraudulent use of MONEY or travel documents is \$4,000.00;
- g) The maximum amount WE will pay for any one item of LUGGAGE AND PERSONAL EFFECTS is 25% of the total BENEFIT shown in the SCHEDULE for Section 11 unless otherwise stated in the SCHEDULE;
- h) The INSURED PERSON must pay any EXCESS shown against section 11 in the Schedule before any BENEFIT becomes payable under section 11.

### **Exclusions applying to Section 11**

These exclusions apply to Section 11 in addition to the general exclusions applying to all Sections of the POLICY.

WE will not pay BENEFITS under Section 11 for:

- a) damage or loss is as a result of electrical or mechanical breakdown of any item;
- b) damage or loss of any software or electronic data;
- c) scratching or damage to fragile or brittle items as a result of negligence by the INSURED PERSON;
- d) damage or loss arises from wear and tear , deterioration , atmospheric or climatic conditions , insect, rodents, vermin, mould or any cleaning restoration or alteration process;
- e) any LUGGAGE AND PERSONAL EFFECTS and or MONEY that is shipped under a freight agreement , or items sent by postal or courier services , or given to someone else other than an ACCOMPANYING person;
- f) losses due to devaluation of currency;
- g) loss or damage arising out of confiscation by customs officers or other authorities;

- h) loss of any unattended electrical items:
  - i. unless securely locked inside a building or securely locked out of sight within a motor vehicle. This however does not apply where the INSURED PERSON leaves such property temporarily unattended on a conveyance and takes all reasonable steps to safeguard the property; or
  - ii. unless accompanying an INSURED PERSON as personal cabin LUGGAGE;
- i) loss arising from any contractual obligation in regards to mobile telephones;
- j) any goods intended for trade or sale. However, this exclusion does not apply to any such goods up to a maximum combined value of \$1,000.
- k) household furniture and appliances and non portable business property, computers or electronic equipment.

## **Section 12 – Hijacking and Detainment BENEFITS**

### **HIJACK BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD, an INSURED PERSON is directly involved in a HIJACK and is DETAINED against his or her will for a period of twelve (12) hours or more WE will pay YOU or the INSURED PERSON the daily amount as shown on the SCHEDULE against this section, for every day of DETENTION up to the maximum period shown in the SCHEDULE.

### **DETENTION BENEFIT**

If on a JOURNEY during the INSURANCE PERIOD, an INSURED PERSON is DETAINED, by any Government or other lawful state authority for any reason (other than specified in the exclusions to Section 12) for a period of twelve (12) hours or more WE will pay YOU or the INSURED PERSON the daily amount shown on the SCHEDULE against this section, for every day of DETENTION up to the maximum amount shown on the SCHEDULE.

### **Legal expenses BENEFIT**

In the event of an INSURED PERSON incurring legal costs as a result of being DETAINED, WE will reimburse the INSURED PERSON such legal costs up to the maximum amount shown for this BENEFIT in the SCHEDULE.

### **Specific Definitions applying to Section 12**

**DETENTION/DETAINED/DETAINMENT** means restraint of INSURED PERSONS by way of custody or confinement against their will

**HIJACK/HIJACKING** means the seizing of control of a **CONVEYANCE** on which the INSURED PERSON is a passenger.

### **CONVEYANCE means:**

- a) any mode of mechanical transportation including cars, coaches, buses, ships taxi and trams, provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers; and
- b) any aircraft provided and operate by an airline or an air charter company which is duly licensed for the regular transportation of fare paying passengers.

### **Exclusion applying to Section 12**

This exclusion applies to Section 12 in addition to the general exclusions applying to all Sections of the POLICY.

WE shall not be liable for any DETENTION attributable to the INSURED PERSON breaking the law of any country or state.

### **Section 13 - Extra Territorial Workers Compensation BENEFITS**

If on a JOURNEY during the INSURANCE PERIOD on authorised business for the INSURED, an INSURED PERSON suffers or is involved in an event which results in the INSURED being liable for:

- a) any compensation benefits payable under applicable Workers' Compensation legislation which provides for payment of compensation to injured workers or their dependants for death, personal INJURY or occupational disease arising out of or in the course of employment;
- b) 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 INSURANCE PERIOD;

WE will indemnify YOU for that liability provided that:

- a) there is an amount shown for this BENEFIT in the SCHEDULE;
- b) the INSURED PERSON is YOUR EMPLOYEE or is deemed by any applicable Workers' Compensation legislation to be a worker employed by YOU, and is employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia;
- c) YOU have a valid and current Workers' Compensation insurance policy covering YOUR EMPLOYEE as required by the law of any Australian State or Territory; and
- d) the INSURED PERSON is working on a temporary basis (not exceeding 6 months) outside the State or Territory in which his or her usual place of employment or employment base is located.

### **Conditions applying to Section 13**

- a) YOU must make available to US all required information and documentation in YOUR possession that WE request relating to any claim submitted by any INSURED PERSON, including that of YOUR workers compensation Insurer or other Insurers as WE may reasonably require;
- b) The maximum amount we shall pay in respect of all claims arising during the INSURANCE PERIOD shall not exceed the limit of liability as shown against section 13 in the SCHEDULE;
- c) In the case of a claim for compensation benefits the amount payable will be reduced by the amount YOU are entitled to receive under any workers' compensation insurance policy or any statutory workers' compensation scheme (or which YOU would have been entitled to receive, had such policy been properly effected). In any event, the maximum amount payable will not exceed the amount shown in the SCHEDULE For section 13 for all claims for compensation in respect of any one INSURED PERSON during the INSURANCE PERIOD. Further the amount payable for all claims for compensation arising from events occurring during the INSURANCE PERIOD shall not exceed the limit of liability shown against section 13 in the SCHEDULE in this BENEFIT.

- d) In the case of a claim for common law damages, the amount payable to YOU will be reduced by the amount YOU are entitled to receive under any workers' compensation insurance policy or any other liability policy providing indemnity in respect of such claim (or which YOU would have been entitled to receive, had such policy been properly effected). The maximum amount payable shall not exceed the amount shown in the SCHEDULE for section 13 for all claims for compensation in respect of any one INSURED PERSON during the INSURANCE PERIOD. Further, the maximum amount payable in respect of all claims during the INSURANCE PERIOD shall not exceed the limit of liability shown against section 13 in the SCHEDULE for this BENEFIT.

### **Exclusions applying to Section 13**

There is no BENEFIT payable under Section 13 with respect to exemplary, punitive or aggravated damages;

### **SECTION 14 – BENEFITS at Home**

#### **ACCIDENTAL DEATH of a SPOUSE/PARTNER**

If whilst the INSURED PERSON is on a JOURNEY during the INSURANCE PERIOD the SPOUSE/PARTNER of the INSURED PERSON suffers ACCIDENTAL DEATH in Australia WE will pay the INSURED PERSON a sum of \$25,000.

#### **Surviving Children BENEFIT**

If an INSURED PERSON dies as a result of INJURY whilst on a JOURNEY during the INSURANCE PERIOD WE will pay \$5,000 per DEPENDANT CHILD up to a maximum \$15,000 in the aggregate for all DEPENDANT CHILDREN.

#### **SPOUSE/PARTNER re-training BENEFIT**

If whilst on a JOURNEY during the INSURANCE PERIOD, an INSURED PERSON dies or suffers PERMANENT TOTAL DISABLEMENT as the result of INJURY, WE will pay a sum of up to \$10,000 for actual costs incurred for either training or retraining of the INSURED PERSON'S SPOUSE/PARTNER to seek, gain or improve their prospects of employment, or improve the skills required to care for the INSURED PERSON.

Conditions applying to **SPOUSE/PARTNER re-training BENEFIT**

- a) The SPOUSE/PARTNER must be under the age of 65 at the commencement of the training
- b) The training must be carried out by a recognised provider of such training; and
- c) The costs must be incurred within 24 months of the date of INJURY or death

#### **Financial planning advice BENEFIT**

If while on a JOURNEY during the INSURANCE PERIOD an INSURED PERSON dies or becomes entitled to payment of a BENEFIT for any INSURED EVENT from 2 to 10 (inclusive) under Table 1 in Section 4, WE will pay up to \$3,000 for actual costs incurred by the INSURED PERSON, or their SPOUSE/PARTNER to seek independent financial planning advice in the event the INSURED PERSON can no longer perform their current duties for the INSURED. Advice must only be provided by someone that is not related to the

SPOUSE/PARTNER or the INSURED PERSON and who is licensed or authorised under the Corporations Act 2001 (C'th) to offer such advice.

### **Home burglary BENEFIT**

If whilst an INSURED PERSON is on a JOURNEY during the INSURANCE PERIOD he or she is the victim of a burglary from his or her home, WE will contribute to any home contents insurance POLICY excess payment up to a maximum amount of \$400.

Conditions applying to Home Burglary BENEFIT

- a) The home contents must be comprehensively insured at the time of the burglary and the burglary claim must be accepted by the INSURED PERSON'S home contents insurer and written confirmation of such acceptance provided to US.
- b) A supporting police report must also be supplied to US.
- c) No BENEFIT is payable should the burglary be found to have been committed by a RELATIVE or someone known to the INSURED or the INSURED PERSON.

### **Identity Theft BENEFIT**

Should an INSURED PERSON be a victim of identity theft whilst on a JOURNEY during the INSURANCE PERIOD as a result of the theft of documents WE will indemnify the INSURED PERSON for reasonable legal and other expenses necessarily incurred with OUR consent, up to an aggregate maximum of \$15,000 for:

- a) Pursuing closure of , accounts, credit facilities or other facilities or commitments;
- b) resubmitting applications for loans , grants , other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of identity theft;
- c) notarising affidavits or other similar documents, amending or rectifying records in regard to the INSURED PERSONS true name or identity as the result of identity theft;
- d) to defend any suit brought against the INSURED PERSON by creditor or collection agency or the other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of identity theft;
- e) to remove any civil judgment wrongfully entered against the INSURED PERSON as a result of identity theft.

### **Additional identity theft BENEFIT - Keys and Locks**

WE will reimburse up to \$1,500 of the costs actually incurred for the replacement of keys and locks if an INSURED PERSON'S keys are stolen at the same time as the theft of the INSURED PERSON'S identity documents.

We will not pay any identity theft BENEFITS for:

- a) any loss arising out of purchases, misrepresentations, contractual obligations, liabilities or charges in relation to identity theft;

- b) any identity theft that has not been reported to the police, or for which a police report cannot be provided; or
- c) any identity theft that does not occur within twelve (12) months from the date the INSURED PERSON'S documents were stolen

#### **General exclusions applying to all Sections of the POLICY**

The following general exclusions apply and no BENEFITS are payable under any Section of the POLICY for any loss resulting from or arising out of:

- a) INJURY or SICKNESS which is intentional, deliberate, self-inflicted or caused by an INSURED PERSON, including suicide or attempted suicide, whether sane, insane or under any mental distress;
- b) any criminal or illegal act committed by an INSURED PERSON;
- c) or occurring whilst an INSURED PERSON is driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit or whilst under the effects of psychoactive, psycho pharmaceutical or psychotropic drug or substance;
- d) or occurring whilst an INSURED PERSON is under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
- e) an INSURED PERSON piloting aircraft;
- f) an INSURED PERSON participating, training or taking part in professional sports of any kind;
- g) or in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
- h) or results from a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- i) or if the payment of any such BENEFIT would constitute the carrying on of "health insurance business" as defined under any Commonwealth health legislation and regulations.

#### **General conditions of the POLICY**

1. **AGGREGATE LIMIT OF LIABILITY applicable to all sections excluding Section 1, 2 and 3**  
WE shall not be liable to pay any BENEFITS under the POLICY (excluding BENEFITS payable under sections 1 2 and 3) in excess of the AGGREGATE LIMIT OF LIABILITY. If this amount is not adequate to pay all claims in full, then WE will reduce the BENEFIT payable to each INSURED PERSON proportionately, so that the total of all payments does not exceed the AGGREGATE LIMIT OF LIABILITY.
2. **SUBLIMIT OF LIABILITY applicable to all Sections**  
WE shall not be liable to pay any BENEFITS under the POLICY in excess of the SUBLIMIT OF LIABILITY applying to NON SCHEDULED FLIGHTS. If this amount is not adequate to pay all claims in full WE will reduce the BENEFIT payable to each INSURED PERSON proportionately, so that the total of all payments does not exceed the SUBLIMIT OF LIABILITY.
3. **Limit of Liability applicable to sections 5, 6 and 13**  
WE shall not be liable to pay any BENEFITS in excess of the limits of liability respectively shown against

sections 5, 6 and 13 for all claims made under each of those sections during the INSURANCE PERIOD. If this amount is not adequate to pay all claims under such section in the INSURANCE PERIOD in full, then WE will reduce the BENEFIT payable to each INSURED PERSON proportionately, so that the total of all payments does not exceed the limit of liability shown in the SCHEDULE.

4. **Limit of Liability applying to claims resulting from WAR or CIVIL WAR**

WE shall not be liable to pay any BENEFITS under the POLICY in excess of \$100,000 for all claims arising out of any one event or in excess of \$500,000 in the aggregate for all claims arising under the POLICY during the INSURANCE PERIOD.

5. **Age Limit for Cover**

No BENEFITS are payable under any Section of the POLICY for any INSURED PERSON over the age in eighty five (85) years.

6. **EXCESS**

BENEFITS under the POLICY may be subject to an EXCESS which will be shown in the SCHEDULE. Where an EXCESS is specified in the SCHEDULE the INSURED or INSURED PERSON will be required to pay this EXCESS before any BENEFIT is payable under the POLICY.

7. **Currency**

All BENEFITS paid under the POLICY will be paid in Australian Dollars (AUD) unless otherwise specified on the SCHEDULE.

8. **Governing Law and Jurisdiction**

The POLICY is governed by the laws of the Commonwealth of Australia and the State or Territory where the POLICY was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

9. **Co-operation**

- a) YOU or any INSURED PERSON will frankly and honestly provide US with all information and assistance required by US and or OUR representatives appointed by US in relation to any claim or loss. Any unreasonable failure to comply with this obligation may entitle US to deny cover for the claim or loss, in whole or part.
- b) YOU or any INSURED PERSON will do all things reasonably practicable to minimise OUR liability in respect of any claim or loss.

10. **Subrogation and Our right of recovery.**

WE can exercise any right of recovery held by YOU or any INSURED PERSON to the extent of any BENEFIT payable under the POLICY. YOU or any INSURED PERSON must not do anything that reduces such rights, and YOU or any INSURED PERSON must provide US with all reasonable assistance to US in pursuing such rights. If YOU or any INSURED PERSON have agreed to not to seek compensation from another source that is liable to compensate YOU or any INSURED PERSON in regards to a BENEFIT payable under the POLICY, WE will not cover YOU or any INSURED PERSON under the POLICY for that loss, damage or liability.

11. **Other Insurance**

In the event of a claim YOU or an INSURED PERSON must inform US of any other insurance YOU or the INSURED PERSON may have covering the same risk.

## CONTACT DETAILS FOR DUAL AUSTRALIA PTY LTD

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