Business Travel Insurance Policy

(Policy number TVL2023V1)

Issued to clients of VMIA

For the period 1 July 2023
to 30 June 2024



Contents

General Definitions **4**

Section 1: Personal Accident and Sickness **7**

Extent of Cover 7

Table of Events 7

1. Death & Capital Benefits - Lump Sum Benefits 7
2. Weekly Injury Benefits 9
3. Weekly Sickness Benefits 9
4. Broken Bones Benefit – Lump Sum Benefits 10
5. Dental benefits – Lump Sum Benefits 10

Definitions under Section 1 11

Additional Benefits under Section 1 11

Conditions under Section 1 13

Exclusions under Section 1 13

Section 2: Medical Expenses **14**

Extent of Cover 14

Additional Benefits under Section 2 14

Definitions under Section 2 14

Exclusions under Section 2 14

Section 3: Travel and Emergency Assistance **15**

Conditions under Section 3 16

Section 4: Additional Expenses **17**

Extent of Cover 17

Definitions under Section 4 17

Exclusions under Section 4 18

Section 5: Baggage, Travellers Cheques, Travel Documents, Credit Cards and Money **19**

Extent of Cover 19

Additional Benefits under Section 5 19

Definitions under Section 5 20

Conditions under Section 5 20

Exclusions under Section 5 20

Section 6: Loss of Deposits and Cancellation Charges **22**

Extent of Cover 22

Additional Benefits under Section 6 22

Definitions under Section 6 22

Exclusions under Section 6 22

Section 7: Kidnap, Detention, Extortion and Ransom **23**
Extent of Cover 23
Additional Benefits under Section 7 23
Definitions under Section 7 23
Conditions under Section 7 23
AHI Assist 24
Exclusions under Section 7 24
Section 8: Extra Territorial Workers' Compensation **25**
Extent of Cover 25
Definitions under Section 8 25
Limit of Liability under Section 8 25
Conditions under Section 8 25
Exclusions under Section 8 26
Section 9: Hire Car Excess Expenses **27**
Extent of Cover 27
Definitions under Section 9 27
Exclusions under Section 9 27
Section 10: Alternative Employee Expenses **28**
Extent of Cover 28
Definitions under Section 10 28
Exclusions under Section 10 28
Section 11: Personal Liability **29**
Extent of Cover 29
Definitions under Section 11 29
Conditions under Section 11 29
Exclusions under Section 11 29
Section 12: Evacuation Cover and Personal Safety (AHI Assist) **30**
Extent of Cover 30
Exclusions under Section 12 30
Section 13: Life Insurance **31**
Extent of Cover 31
Exclusions under Section 13 31
General Exclusions Applying to Sections 1 - 12 ..... **31**
General Conditions Applying to All Sections **32**
Privacy Statement **34**

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Victorian Managed Insurance Authority (VMIA) acknowledges the Traditional Custodians of the land on which we do business and we pay our respects to Elders past, present and emerging. We acknowledge the important contribution that Aboriginal and Torres Strait Islander peoples make in creating a thriving Victoria.

General Definitions

The following important definitions apply to each Section of this **Policy**:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Insured Person**. The word **Accidental** shall be construed accordingly.

Accidental Death means death occurring as a result of an **Injury**.

Accompanying means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another **Insured Person** who is on a **Journey**.

Civil War means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

Country of Domicile means the country in or of which the **Insured Person** is naturalized, a citizen or permanent resident (i.e. holder of a multiple entry visa or permit which give the **Insured Person** resident health care rights in such country). For the purpose of this definition the **Country of Domicile** is Australia.

Important: When receiving treatment in **Your Country of Domicile** the benefits provided under this **Policy** may be governed or limited by local legislation. If this is the case then the respective local legislation or regulations will prevail over the terms and conditions of this **Policy**.

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

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

a. the **Insured**;
b. an **Insured Person**;
c. a **Relative** of the **Insured Person**; or
d. an **Employee** or **Director** of the **Insured**.

Employee means any person in the **Insured's** service including **Directors** (executive and non-executive), board members and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Insured's** behalf.

Excess means the amount **We** will not pay in any one **Period of Insurance** per claim and which the **Insured Person** is required to bear themselves. The **Excess** amount relevant to each **Event** is specified in the **Schedule** and may be excluded from any payment **We** make.

Family means;

a. the **Insured Person's** husband or wife and includes a de-facto and/or life partner of any sex with whom the **Insured Person** has continuously maintained a relationship with for a period of three months or more;
b. the **Insured Person's** and their spouse/partner's unmarried dependent child(ren) (including step or legally adopted child(ren)) who are living with the **Insured Person** and who are under nineteen years of age or under twenty-five years of age if they are a full-time student and primarily dependent on the **Insured Person** for maintenance and support.

Injury means bodily injury resulting solely and directly from an **Accident** which occurs independently of any illness or any other cause, where the bodily injury and **Accident** both occur during the **Period of Insurance** and whilst the person is an **Insured Person**. **Injury** does not mean:

a. a **Sickness**; or
b. any **Pre-Existing Condition**.

Insured means:

a. the corporation, department, agency, division or other entity specified as The Insured in the Schedule with whom We enter into the Policy;

b. any subsidiary corporations or entities (including subsidiaries thereof) of the Insured or any other company or entity coming under the Insured's control or in which is assumed participative management.

Insured Person means all persons authorised by the Insured to claim any benefit under this Policy and may include;

a. Directors and Employees of the Insured including their Accompanying Family;

b. Ministers and ministerial staff of the Insured including their Accompanying Family;

c. any person nominated by the Insured from time to time including students, temporary employees, prospective employees, volunteers, contractors and/or sub-contractors;

for the insurance cover selected by the Insured and with respect to whom a premium has been paid and accepted by the Insurer.

Insurer

a. means Victorian Managed Insurance Authority (VMIA), ABN39 682 497 841 of 161 Collins Street, Melbourne, Victoria, 3000, Australia, and;

b. Accident & Health International Underwriting Pty Limited ABN 26 053 335 952 of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

Journey means the journey described in the Schedule and is extended to include any incidental private travel (up to 14 days) undertaken by an Insured Person and their Accompanying Family whilst on the business of the Insured. Journey does not include every day commuting between the Insured Person's normal place of residence and business premises, and the maximum duration of any one Journey shall not exceed 180 days.

Non-Scheduled Aircraft means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Period of Insurance means the period shown on the current Schedule.

Policy means this policy wording, the current Schedule and any other documents We may issue to You that We advise will form part of the Policy.

Pre-Existing Condition means:

a. any physical defect, condition, illness or disease for which treatment (including advice for treatment) has been received or prescribed by a Doctor or dentist prior to the Insured Person's Journey; or

b. a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware at the time of booking the Journey. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.

Professional Sports means any sport for which an Insured Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in total accounts for more than fifteen percent of their annual income from all sources.

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

Schedule means the relevant Schedule issued by Us to the Insured.

Sickness means any illness, disease or syndrome suffered by the Insured Person whilst on a Journey, but does not include a terminal condition suffered by the Insured Person diagnosed prior to the commencement of the Journey.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means Victorian Managed Insurance Authority, hereinafter known as VMIA, who is the Insurer/issuer of the Policy.

You/Your is the Insured or Insured Person specified in the Policy.

Please note that any specific definitions relating to a particular cover section are located in that section. Other documents issued by Us that form part of the Policy may also contain general or specific definitions.

Section 1: Personal Accident and Sickness

Extent of Cover

If, whilst on a **Journey** during the **Period of Insurance**, an **Insured Person** suffers;

a. an **Injury** which is not a **Pre-Existing Condition** and which results directly in **Temporary Total Disablement** or the occurrence of one or more **Event(s)** listed in the Table of Events below, within twelve months of the date of the **Injury**; or

b. a **Sickness** which is not a **Pre-Existing Condition** and which results directly in **Temporary Total Disablement** within twelve months of the first occurrence of the **Sickness**;

We will pay the compensation set out in the **Schedule** referable to the percentage of the sum insured of the **Event(s)** on the Table of Benefits below.

Table of Events

1. Death & Capital Benefits - Lump Sum Benefits

*Cover for an **Event** under this part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1 - Death & Capital Benefits.*

Insured Events Note: the following **Event(s)** must occur within twelve (12) months of the date of the **Injury**.		Benefits Being a percentage of the Death & Capital Benefits sum insured stated in the **Schedule**
1.	**Accidental Death**	100%
2.	**Permanent** Total Disablement	100%
3.	**Permanent** and incurable paralysis of all limbs	100%
4.	**Permanent** Total Loss of sight of both eyes	100%
5.	**Permanent** Total Loss of sight of one eye	100%
6.	**Permanent** Total **Loss of Use** of both limbs	100%
7.	**Permanent** Total **Loss of Use** of one limb	100%
8.	**Permanent** and incurable insanity	100%
9.	**Permanent** Total Loss of hearing in: a) both ears b) one ear	 100% 20%
10.	**Permanent** Total Loss of four fingers and thumb of either hand	80%
11.	**Permanent** Total Loss of the lens of one eye	60%

Insured Events Note: the following **Event(s)** must occur within twelve (12) months of the date of the **Injury**.		Benefits Being a percentage of the Death & Capital Benefits sum insured stated in the **Schedule**
12.	**Permanent** Total **Loss of Use** of four fingers of either hand	50%
13.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
14.	**Permanent** Total **Loss of Use** of one thumb of either hand	
	a) both joints	30%
	b) one joint	15%
15.	**Permanent** Total **Loss of Use** of fingers of either hand	
	a) three joints	10%
	b) two joints	8%
	c) one joint	5%
16.	**Permanent** Total **Loss of Use** of toes of either foot	
	a) all – one foot	15%
	b) great – both joints	5%
	c) great – one joint	3%
	d) other than great, each toe	1%
17.	Fractured leg or patella with established non-union	10%
18.	Shortening of leg by at least 5cm	7.5%
19.	**Permanent Total Disablement** not otherwise provided for under Insured Events 9 to 18 inclusive	Such percentage of the Sum Insured as **We** shall in **Our** absolute discretion determine and being in **Our** opinion not inconsistent with the benefits provided under Insured Events 9 to 18 inclusive. The maximum amount payable is $50,000.

An Example of a claim under Death & Capital Benefits, Events 1-19: If an **Insured Person** selected $50,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an **Injury** resulting directly in death (Insured Event 1) the benefit received would be100%, equalling $50,000.

Should an **Insured Person** suffer an **Injury** resulting in **Permanent** total loss of four fingers of either hand (Insured Event 12), the benefit received would be 50%, equalling $25,000.

2. Weekly Injury Benefits

*Cover for an **Event** under this part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1 - Weekly Injury Benefits.*

Insured Events Note: the following **Event(s)** must occur within twelve (12) months of the date of the **Injury**.		Benefits
20.	**Temporary Total Disablement** caused directly and solely by **Injury**	During such Disablement, the Weekly Compensation as specified or **Salary** as defined whichever is the lesser.
21.	**Temporary Partial Disablement** caused directly and solely by **Injury**	40% of the amount payable for **Event** 20.

3. Weekly Sickness Benefits

*Cover for an **Event** under this part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1 - Weekly Sickness Benefits.*

Insured Events Note: the following **Event(s)** must occur within twelve (12) month of the first occurrence of the **Sickness**.		Benefits
22.	**Temporary Total Disablement** caused directly and solely by **Sickness**	During such Disablement, the Weekly Compensation as specified or **Salary** as defined whichever is the lesser.
23.	**Temporary Partial Disablement** caused directly and solely by **Sickness**	40% of the amount payable for Insured **Event** 23.

4. Broken Bones Benefit – Lump Sum Benefits

*Cover for an **Event** under this part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1 - Broken Bones Benefits.*

Insured Events The following **Event(s)** must occur whilst on a **Journey**.		Maximum Benefits Payable – Each **Insured Person**
24.	Neck, skull or spine (**Full Break**)	$5,000
25.	Hip	$3,750
26.	Jaw, pelvis, leg, ankle or knee (**Other Fracture**)	$2,500
27.	Cheekbone, shoulder or hairline fracture of skull or spine	$1,500
28.	Arm, elbow or wrists (**Other Fracture**)	$1,250
29.	Leg, ankle or knee (**Simple Fracture**)	$1,000
30.	Nose or collar bone	$1,000
31.	Arm, elbow, wrist or rib (**Simple Fracture**)	$500
32.	Finger, thumb, foot, hand or toe	$375

In the case of an established non-union of any of the above breaks or fractures, **We** will pay an additional 5% of the maximum benefits payable.

The maximum benefit payable for any one **Injury** resulting in fractured or broken bones shall be $5,000.

5. Dental benefits – Lump Sum Benefits

*Cover for an **Event** under this part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1 - Dental Benefits.*

Insured Events The following **Event(s)** must occur whilst on a **Journey**.		Maximum Benefits Payable – Each **Insured Person**
33.	Loss of teeth or full capping of teeth, per tooth	$1,000
34.	Partial capping of teeth, per tooth	$500

The maximum benefit payable for any one **Injury** resulting in the above dental loss or procedures is $5,000.

Definitions under Section 1

Event(s) means the **Event(s)** described in the relevant Table of Events set out in Section 1 of the **Policy**.

Excess Period means the period stated in the **Schedule** during which no Benefits are payable following Events 20, 21, 22 and 23 giving rise to a claim.

Full Break means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Loss of Use means loss of, by physical severance, or total and **Permanent** loss of the effective use of the part of the body referred to in the Table of Events.

Other Fracture means any fracture other than a **Simple Fracture**.

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

Salary means:

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

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

Tooth means a sound and natural permanent tooth, but does not include first or milk teeth, dentures and dental fillings.

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

Temporary Partial Disablement means disablement which entirely prevents **You** from carrying out a substantial part of the duties normally undertaken by **You** in connection with **Your** usual occupation or employment.

Temporary Total Disablement means disablement which entirely prevents **You** from engaging in **Your** usual occupation or employment.

Additional Benefits under Section 1

1.1. Exposure

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

1.2. Disappearance

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

1.3. Escalation of Claim Benefit

After payment of the compensation for **Temporary Total Disablement** continuously for twelve months, we will increase the compensation by five percent compound per annum while the benefit is being paid.

1.4. Guaranteed Payment

If during the **Period of Insurance** an **Insured Person** is on a **Journey** and suffers an **Injury** or **Sickness** for which benefits are payable under Events 20 or 22, We will immediately pay twelve weeks benefits provided that the **Insured** or **Insured Person** give **Us** proper medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of twenty-six weeks.

1.5. Corporate Image Protection

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** or group of **Insured Persons** suffer an **Injury**, and in **Our** opinion this is likely to result in a valid claim under the **Policy** with respect to, Section 1 Personal Accident – Lump Sum Benefits for either, Event 1 – Death or Event 2 – Permanent Total Disablement, We will reimburse the **Insured** for costs (other than the **Insured's** own internal costs) incurred for the engagement of image and/or public relations consultants and/or the release of information through the media. Costs must be incurred within fifteen days of, and directly in connection with, such **Injury**, to protect and/or positively promote the **Insured's** business and image. The maximum amount **We** will pay is $15,000 with respect to any one event or set of circumstances and is subject to the **Insured** giving **Us** a signed undertaking that any amount paid to the **Insured** will be repaid to **Us**, if it is later found that a valid claim did not or will not eventuate.

1.6. Independent Financial Advice

If during the **Period of Insurance** an **Insured Person** sustains an **Injury** for which benefits are payable under Events 1-9, **We** will, in addition to payment of the benefit, and at the request of the **Insured**, the **Insured Person** or representatives of the **Insured Person's** estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-9. Provided however, that such advice is provided by an independent financial advisor who is not a **Relative** of the **Insured** or the **Insured Person** and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum amount **We** will pay is $10,000.

1.7. Rehabilitation Expenses

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey** and sustains an **Injury** for which a benefit is paid under Events 2, 20 or 21, **We** will pay up to an amount of $1,000 per month for a maximum period of six months for expenses necessarily incurred for tuition or advice from a licensed vocational school for the **Insured Person**, provided such tuition or advice is undertaken with **Our** prior written agreement and that medical evidence is presented from a **Doctor** certifying the tuition or advice is necessary.

1.8. Education Fund Supplement

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** suffers an **Accidental Death** as a result of an **Injury**, **We** will pay for fees incurred on behalf of each surviving dependent child up to an amount of $5,000 per child and $15,000 in the aggregate in any one **Family**, to that dependent child's school or university.

1.9. Spouse or Partner Accidental Death Benefit

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey** and the **Insured Person's** spouse or partner suffers an **Accidental Death**, **We** will pay the **Insured Person** an amount of $25,000. This benefit is not payable if the spouse/partner is **Accompanying** the **Insured Person** on the **Journey** at the time the death by **Injury** occurs.

1.10. Partner Retraining Benefit

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** suffers an **Accidental Death** or **Permanent Total Disablement**, **We** will pay, at the **Insured's** request, up to $10,000 towards the actual costs incurred for the training or retraining of the **Insured Person's** spouse or partner for the purpose of obtaining gainful employment; or to improve their employment prospects; or to enable them to improve the quality of care they can provide to the **Insured Person**. Provided always that, the spouse/partner is aged under sixty-five years at the commencement of such training, the training is provided by a recognised institution with qualified skills to provide such training and all such expenses are incurred within twenty-four months from the date the **Insured Person** suffered the **Injury** for which the claim depends.

1.11. Dependent Child Supplement

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** suffers an **Injury** which results in **Accidental Death**, **We** will pay to the **Insured Person's** spouse or partner or legal representative of the **Insured Person's** estate, an amount of $5,000 for each dependent child of the **Insured Person**, subject to the maximum benefit amount of $15,000 per **Family**.

1.12. Orphaned Benefit

If during the **Period of Insurance** and whilst an **Insured Person** is on a **Journey**, the **Insured Person** and their **Accompanying** spouse or partner both suffer an **Injury** from the same event which results in **Accidental Death**, and they are survived by a dependent child(ren), **We** will pay to the **Insured Person's** estate, in addition to any benefit payable under Dependent Child Supplement, a lump sum benefit for each surviving dependent child of $5,000 subject to a maximum benefit amount of $15,000 per **Family**.

1.13. Domestic Help Benefit for Accompanying Spouse or Partners

If during the **Period of Insurance**, the **Accompanying** spouse or partner of the **Insured Person** is a non-income earner, and sustains an **Injury** for which a benefit would be payable under Events 20 and/or 21 and a **Doctor** certifies that they are unable to carry out domestic duties, **We** will pay the actual and reasonable costs incurred for hiring domestic help up to an amount of $2,500, provided that the domestic help is not carried out by the **Insured Person** or their **Relatives**, nor a person permanently residing with the **Insured Person**.

Conditions under Section 1

In addition to the General Conditions applicable to all Sections:

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

Exclusions under Section 1

1. No benefits shall be payable with respect to any Insured Event which result from the **Insured Person** engaging in or taking part in training for **Professional Sports** of any kind.
2. No benefits shall be payable for any **Event(s)** or benefit which are directly or indirectly related to a **Pre-Existing Condition**;
3. No benefits shall be payable for Events 22 and 23 with respect to any **Sickness** which is wholly or partly attributable to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom).

Section 2: Medical Expenses

Extent of Cover

1. If an **Insured Person** sustains an **Injury** or suffers a **Sickness** and incurs **Medical Expenses** whilst engaged on a **Journey** during the **Period of Insurance We** will pay those expenses provided they are incurred outside **Your Country of Domicile**.

2. **We** will pay on-going **Medical Expenses** incurred after **You** return to **Your Country of Domicile** provided they relate to a condition which first manifests itself during the **Journey** however all payments are subject to the local legislation in **Your Country of Domicile**.

3. **We** will also pay the expenses related to the **Emergency Evacuation** of an **Insured Person** provided such evacuation is recommended by a **Doctor** and is authorised by AHI Assist or **Us**.

Expenses relating to **Emergency Evacuation** will be based solely on medical severity and necessity.

Additional Benefits under Section 2

1. Continuous Worldwide Bed Confinement

If during the **Period of Insurance** an **Insured Person** is hospitalised overseas as an in-patient for more than twenty-four hours due to an **Injury** or **Sickness** we will pay two hundred dollars per day for each completed twenty-four hours to a maximum of $6,000 in addition to any charges made by the hospital in which the **Insured Person** is hospitalised.

2. Trauma Counselling Benefit

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, **We** will reimburse the **Insured** or the **Insured Person** for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an **Insured Person** or their **Relative**) provided the treatment is certified as necessary by a **Doctor** for the wellbeing of the **Insured Person**. The maximum benefit payable for any one event is $5,000.

Definitions under Section 2

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

Emergency Evacuation means an evacuation due to medical treatment being immediately required and the medical condition being sudden and life threatening.

Exclusions under Section 2

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

1. Result from the **Insured Person** engaging in or taking part in or training for any **Professional Sports** of any kind;
2. Are incurred in relation to any condition which was known would require treatment during the **Journey**;
3. Are recoverable by **You** or by the **Insured Person** from any other source to the extent to which they are so recoverable.
4. Are incurred when the **Insured Person** has travelled against the advice of a **Doctor** or when the **Insured Person** is unfit to undertake the **Journey**.
5. For or arising from routine medical, optical or dental treatment or consultation;
6. Are incurred for any medication or ongoing treatment for a condition which commenced prior to a **Journey** and which the **Insured Person** has been advised by their **Doctor** or specialist to continue during the **Journey**.

Section 3: Travel and Emergency Assistance

AHI Assist, powered by Australasian Assistance and PACE First.

In the event of a travel or medical emergency occurring during a **Journey**, an **Insured Person** has access to AHI Assist, a 24/7 medical assistance company and emergency hotline.

With one reverse-charge call to the emergency hotline, **You** will be directly connected to the AHI Assist Emergency Operations Centre (EOC) in Australia, where **You** will receive immediate medical and travel assistance, deployment of life-saving security services and ongoing crises response as required.

24/7 EMERGENCY HOTLINE
+61 2 8330 1222
help@ahiassist.com.au
Policy Number 19096

AHI Assist has a Global Assistance Network of highly skilled personnel including doctors, specialist health care providers, trauma counsellors, government liaison officers, security experts and intelligence analysts, available twenty-four hours, seven days a week who can provide services including;

Travel & Medical Assistance

- Immediate access to doctors and nurses;
- Case management if hospitalised;
- Assistance in replacing a lost or stolen passport;
- Legal assistance;
- The arrangement for transport by road, aircraft or special air ambulance to an appropriate medical centre if this is required for treatment, accompanied if necessary by a doctor or nurse;

Emergency Assistance

- Arrangements for evacuation and transportation home if necessary;
- Civil unrest evacuation;
- Natural disaster evacuation;
- Immediate access to safety and security experts.

AHI Assist takes control and makes arrangements when **You** need emergency medical attention for **Injury** or **Sickness** and for events that would otherwise see **You** stranded and alone.

More information regarding AHI Assist can be found at www.ahiinsurance.com.au.

Conditions under Section 3

1. AHI Assist must be promptly informed of any potential claim under this section;
2. The **Insured** or the **Insured Person** must not attempt to resolve problems encountered without advising AHI Assist as this may prejudice reimbursement of expenses;
3. If assistance is provided in good faith to any person not insured under the **Policy**, the **Insured** must reimburse **Us** for all costs incurred;
4. Any undertakings/arrangements on behalf of the **Insured Person** who does not make contact with and/or prejudices **Our** rights will not be considered. **We** will consider cover, however, if the **Insured Person**, for reasons beyond their control could not contact AHI Assist and had no alternative but to make their own arrangements, provided **We** are satisfied the arrangements made were medically appropriate and necessary in view of the **Insured Persons Serious Injury or Sickness** at the time.

Section 4: Additional Expenses

Extent of Cover

1. **We** will reimburse the **Insured** and an **Insured Person** for additional and/or forfeited expenses reasonably and necessarily incurred provided such expenses are authorised by AHI Assist or **Us** and are as a direct consequence of:

   1.1. the **Unexpected Death**, **Injury** or **Sickness** of the **Insured Person** or a member of the **Insured Person's** travelling party (provided that all such persons are under the age of eighty-five years) happening after the commencement of the **Journey** and resulting in the **Insured Person** or any of those persons having to return to the point of origin of such travel

   1.2. the **Unexpected Death**, **Serious Injury or Sickness** of a **Relative**, business partner or co- director of the **Insured Person** (provided that all such persons are under the age of eighty-five years) happening after the commencement of the **Journey** and resulting in the **Insured Person** or any of those persons having to return to the point of origin of such travel. **We** will also pay for the return of the **Insured Person** so he/she can continue with his/her **Journey**;

   1.3. the necessity on written advice of a **Doctor** for a **Relative**, friend, business partner or co-director of the **Insured Person** to travel to or remain with or escort him or her directly back to the point of origin of the **Journey** if the **Insured Person** has suffered **Injury** or **Sickness** during the **Journey**;

   1.4. any other unforeseen or reasonable circumstance happening after the commencement of the **Journey** which results in the **Journey** being delayed or disrupted and which is outside the control of the **Insured Person** not otherwise excluded under this Section 4;

   1.5. loss of passport and/or travel documents.

2. If an **Insured Person** necessarily and reasonably incurs legal costs by reason of false arrest or wrongful detention by any Government or foreign power during the **Journey**, **We** will reimburse those legal costs up to $50,000 for each **Insured Person**. **We** will also pay an amount of $500 per day for every day the detention continues but not exceeding a period of thirty days.

3. If the **Journey** is delayed or interrupted in excess of twelve hours and the **Insured Person** is prevented from reaching his or her scheduled destination as a result of an aircraft on which he or she is travelling being hijacked, **We** will pay an amount of $1,000 per day for every day the hijack continues but not exceeding a period of thirty days.

4. If an **Insured Person** dies whilst engaged on a **Journey**, **We** will pay reasonable costs relating to either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the **Insured Person's** body or ashes to his or her home address.

5. **We** will reimburse an **Insured Person** for additional expenses reasonably and necessarily incurred as a direct consequence of cancellation or delay including strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.

6. If an **Insured Person** necessarily and reasonably incurs expenses in circumstances outside the control of the **Insured Person** which cause a missed transport connection so that the **Insured Person** is unable to arrive at a **Scheduled Meeting** which cannot be delayed because of the **Insured Person's** late arrival, **We** will pay to the **Insured Person** a sum of up to $10,000 (clear of any amount paid by any carrier) to enable the **Insured Person** to use alternative scheduled public transport to arrive at the specified destination by the scheduled time.

Definitions under Section 4

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

Serious Injury or Sickness is a condition other than pregnancy which a person has not received regular treatment or advice for treatment at the date of the commencement of the **Journey**, and for which a **Doctor** certifies that the attendance of the **Insured Person** is necessary for the health of or treatment of that person or in the case of a business partner or co-director require the **Insured Person** to take over that person's business role.

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

Exclusions under Section 4

We will not pay for any expenses:

1. Consequent upon the **Insured Person** or any other person engaging in or taking part in or training for any **Professional Sports** of any kind;
2. Caused directly or indirectly by:
   - 2.1. cancellation, curtailment or diversion of scheduled public transport services, including strikes, if there had been prior warning before the date of commencement of the particular Insured Travel that such events were likely to occur during the **Period of Insurance**;
   - 2.2. carrier-caused delays where the cost of the expenses is recoverable from the carrier;
   - 2.3. any business or financial contractual obligations of the **Insured Person** or any other person;
   - 2.4. any change of plans or disinclination of the **Insured Person** or any other person to travel;
   - 2.5. the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or **Journey**.
3. Which are incurred when the **Insured Person** has travelled against the advice of a **Doctor** or when the **Insured Person** is unfit to undertake the **Journey**
4. Which are incurred or associated with any claim caused by or resulting from;
   - 4.1. coronavirus disease (COVID-19);
   - 4.2. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
   - 4.3. any mutation or variation of SARS-CoV-2;
   - 4.4. any fear or threat of 4.1, 4.2 or 4.3 above.

Section 5: Baggage, Travellers Cheques, Travel Documents, Credit Cards and Money

Extent of Cover

1. **We** will indemnify the **Insured Person** for loss of or damage to **Property Insured** occurring during the **Period of Insurance** and whilst the **Insured Person** is engaged on a **Journey**. The maximum **We** will pay per **Item Limit** is the amount shown in the **Schedule** against Section 5 – Baggage, Travelers Cheques, Travel Documents and Credit Cards – Item Limit.

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

3. If the **Insured Person's** baggage is misplaced by a carrier for more than eight hours whilst the **Insured Person** is engaged on a **Journey** during the **Period of Insurance**, **We** will pay up to $3,000 to cover the emergency purchase of essential replacement items.

4. **We** will indemnify the **Insured Person** for **Accidental** loss of cash, bank or currency notes, cheques, postal or money orders or petrol coupons occurring on a **Journey** during the **Period of Insurance**, together with the cost of replacing them and the legal liability of the **Insured Person** for payment as a result of loss by theft or by unauthorised use by other persons. In respect of **Money** taken with the **Insured Person** for the purpose of a **Journey**, cover shall commence from the time of collection from the bank or seventy-two hours prior to the start of the **Journey**, whichever occurs last and continue up to seventy-two hours after termination of the **Journey** or until deposited at the bank whichever occurs first.

Additional Benefits under Section 5

1. Keys and Locks Benefit

If during the **Period of Insurance** the **Insured Person** is on a **Journey** and loses their identification and keys at the same time, **We** will reimburse the **Insured Person** for the replacement of keys and locks to their home and/or motor vehicle up to a maximum benefit of $1,000.

2. Home Burglary Excess Benefit

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, their place of residence is burgled, **We** will reimburse the **Insured Person** for the **Excess** amount they become liable to pay under a home contents insurance policy, up to a maximum benefit of $2,500.

3. Identity Theft Extension

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** is the victim of **Identity Theft** as a result of their **Documents** having been stolen, **We** will indemnify the **Insured Person** for reasonable legal expenses, up to a maximum benefit of $5,000;

a. to pursue closure of any disputed areas, accounts or credit facilities;

b. for re-submitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as a result of Identify Theft;

c. for notarising affidavits or other similar documents, amending or rectifying records in regards to the **Insured Person's** true name or identity as the result of Identify Theft;

d. to defend any suit brought against the **Insured Person** by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of **Identify Theft**;

e. to remove any civil judgment wrongfully entered against the **Insured Person** as a result of **Identity Theft**;

as long as the **Insured** or **Insured Person** has applied for consent to incur expenses by calling AHI Assist and consent has been given by **Us**.

Definitions under Section 5

Identity Theft means the theft of personal data or Documents relating to an Insured Person's identify which results in their fraudulent use to obtain money, goods or services.

Documents means papers or other items containing references to the Insured Person's identity including, but not limited to passport, drivers' licence, automatic teller machine cards, credit cards, share certificates, birth certificates, bank account details, building society account details, insurance policy documents, utilities account details or membership numbers of professional bodies.

Item Limit is the maximum amount We will pay for any one item (including its attached or unattached accessories), a set or pair of items such as earrings, golf clubs, camera equipment.

Money means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, automatic teller machine cards, credit cards, petrol and other coupons in the possession or control of the Insured Person.

Property Insured means:

a. Baggage and personal property (other than household furniture) that accompany the Insured Person whilst engaged on a Journey including Money.

b. Office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

c. Computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music / recording/ gaming devices, cameras and other electronic items of a similar nature as deemed by Us, which are intended for either personal or business use.

Conditions under Section 5

In addition to the General Conditions applicable to all Sections:

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

Exclusions under Section 5

We shall not be liable to make any payment for:

1. Wear and tear, deterioration or losses caused by atmospheric or climatic conditions, mechanical or electrical breakdown, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration;
2. Loss, theft or misplacement not reported within twenty-four hours to the police or responsible officer of any aircraft, vehicle or vessel on which the Insured Person is travelling. All such reports must be verified by a written statement from that authority;
3. Loss of credit cards, travellers cheques, travel documents, cheques, postal or money orders or petrol coupons unless reported to the issuing authority as soon as possible after discovery;
4. Loss or damage to unaccompanied baggage and personal effects unless collected from the Insured Person by a carrier in order to be taken on the Journey;
5. Loss or damage of any goods over $5,000 that are intended for use in connection with any trade, business or occupation unless otherwise specified in the Schedule;
6. Computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music / recording/ gaming devices, cameras and other electronic items of a similar nature as deemed by Us, which are intended for either personal or business use:

a. where theft or attempted theft occurs whilst such equipment is unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle;

b. whilst carried in or on any aircraft, aerial device, waterborne vessel or craft unless they accompany **You** or one of **Your Employees** as personal cabin baggage;

c. for the first $250 of each and every loss.

7. Loss or damage occurring through confiscation by quarantine, customs regulations or by order of any Government or Public Authority or losses due to devaluation of currency;

8. Loss of **Money** in excess of the amount allowed by any applicable currency regulation at the time of commencement of the **Journey**;

9. Any item which is recoverable by **You** or by the **Insured Person** from any other source to the extent to which they are so recoverable, for example airline tour operators or other domestic or travel insurance policies.

Section 6: Loss of Deposits and Cancellation Charges

Extent of Cover

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

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

Additional Benefits under Section 6

1. **Overbooked Flight**

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, and the **Insured Person** cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available within either hours of the scheduled departure time, **We** will reimburse the **Insured** or the **Insured Person** up to a maximum benefit of $10,000.

The benefit payable shall be reduced by any amount of compensation the **Insured Person** received from the air carrier or any other source.

Definitions under Section 6

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

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

Exclusions under Section 6

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

1. Any person engaging in or taking part in or training for **Professional Sports** of any kind;
2. Carrier-caused delays that are recoverable from the carrier;
3. Any business or financial contractual obligations;
4. Any changes of plans or disinclination to travel;
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or **Journey**;
6. Death of a **Relative** with a known short life span as a consequence of a sickness.
7. or are associated with any claim resulting from;
    - 7.1. coronavirus disease (COVID-19);
    - 7.2. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
    - 7.3. any mutation or variation of SARS-CoV-2;
    - 7.4. any fear or threat of 7.1, 7.2 or 7.3 above.

Section 7: Kidnap, Detention, Extortion and Ransom

Extent of Cover

1. If an **Insured Person** is kidnapped, hijacked, illegally detained or receives an **Extortion** threat during the **Period of Insurance**, whilst engaged on a **Journey** within the Territorial Limits, **We** will reimburse **You** for **Your Ultimate Net Loss**, but not exceeding the amount stated in the **Schedule**, for any one kidnapping, hijacking, **Detention** or **Extortion** in any one **Period of Insurance**.

2. **Your Ultimate Net Loss** includes any monetary loss which is incurred by **You** for the delivery of services or property in order to secure the resolution of a kidnap, hijack, **Detention** or **Extortion** incident. Such expenses include:

   2.1. reasonable fees and expenses of AHI Assist or other independent negotiators authorised by **Us** or AHI Assist as a result of any damage; or

   2.2. interest paid on monies borrowed from a financial institution for the purpose of payment by way of ransom, for a period commencing no earlier than thirty days prior to the payment of any **Ransom** monies and which expires not later than the next business day following the date of the payment of those monies, provided however that the rate of interest shall not exceed 2% above the maximum overdraft interest rate charged by the Commonwealth Bank of Australia on overdraft facilities on the amount borrowed;

   2.3. any other direct expenses which are reasonable in amount and necessarily incurred by **You** for the purpose of investigating, negotiating or paying a **Ransom** demand or recovering the **Insured Person**, but not including any expenses, fees or damages incurred as a result of any proceedings brought against **You** arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

Additional Benefits under Section 7

Trauma Counselling

If during the **Period of Insurance** and whilst the **Insured Person** is on a **Journey**, the **Insured Person** is **Kidnapped**, **We** will reimburse the costs of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an **Insured Person** or their **Relative**) to an **Insured Person** who was the victim of a **Kidnap**, where certified as necessary by a **Doctor** for the wellbeing of the **Insured Person**. The maximum benefit payable for any one event is $5,000.

Definitions under Section 7

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

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

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

Ransom means cash and/or marketable goods surrendered by or on behalf of the **Insured** in connection with a kidnap, **Detention** or **Extortion** incident.

Ultimate Net Loss means the final amount of **Ransom** costs, less any recoveries.

Conditions under Section 7

In addition to the General Conditions applicable to all Sections:

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

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

AHI Assist

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

24/7 Emergency Hotline:	+61 2 8330 1222
Email:	help@ahiassist.com.au
SMS:	+61 488 863 244
Policy Number:	19096

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

Exclusions under Section 7

We shall not be liable to pay for:

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

Section 8: Extra Territorial Workers' Compensation

Extent of Cover

We will indemnify **You** against **Your** liability occurring whilst the **Insured Person** is on a **Journey** within Australia and suffers **Accidental Death** or an **Injury** or a **Sickness**, during the **Period of Insurance** to pay:

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

but subject to the Conditions set out below:

1. This Section 8 only applies with respect to **Insured Persons** who are **Your Employees** and with respect to persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by **You**, who are employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia.
2. **You** must maintain an in-force policy of insurance for Australian Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of **Employees** by **You**.
3. This Section 8 only applies whilst an **Insured Person** is working on a **Temporary Basis** outside the State or Territory in which his or her usual place of employment or employment base is located.

Definitions under Section 8

Temporary Basis means employment in relation to a **Journey** which does not exceed six (6) months.

Limit of Liability under Section 8

We shall not pay under this Section 8 more than the amount of compensation and damages with respect to any one **Insured Person** stated in the **Schedule** and **We** shall not pay with respect to all compensation, damages, costs and expenses with respect to all claims arising during the **Period of Insurance** with respect to all **Insured Person**s more than the aggregate Limit of Liability set out in the **Schedule**.

The indemnity provided under this Section 8 shall be further limited as follows:

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

Conditions under Section 8

In addition to the General Conditions applicable to all Sections:

1. **You** must make available to **Us** all information and documentation in **Your** possession relating to any claim submitted by any **Insured Person**;
2. **You** must authorise **Your** Workers' Compensation insurer or insurers upon request to make available to **Us** all such information and documentation as **We** may reasonably require.

Exclusions under Section 8

There is no indemnity with respect to exemplary, punitive or aggravated damages.

Section 9: Hire Car Excess Expenses

Extent of Cover

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

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

Definitions under Section 9

Rental Vehicle means a rented sedan, station wagon, hatchback or four-wheel drive and other non-commercial vehicle (excluding motorcycle, moped, truck or trailer) rented or hired from a licensed motor vehicle rental / hire company for the purpose of carrying an **Insured Person** on public roadways and does not include any other vehicle or use.

Rental Vehicle Excess means the amount **You** or the **Insured Person** are legally liable to pay under the **Rental Vehicle** hiring agreement if the **Rental Vehicle** is involved in an accident or is stolen during the rental period.

Exclusions under Section 9

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

1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
2. To any commercial vehicle, truck or vehicle aged more than twenty years;
3. Which is not indemnifiable under the insurance offered by the rental organisation because of the application of an exclusion clause;
4. Any **Rental Vehicle** that is not comprehensively insured;
5. The use of the **Rental Vehicle** by an **Insured Person** not holding a valid license for the country the motor vehicle is being operated in;
6. The **Insured Person** being in control of a **Rental Vehicle** whilst under the influence of alcohol or a drug not prescribed by a **Doctor** or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
7. The illegal or criminal use of a **Rental Vehicle** by the **Insured Person**;
8. The direct operation of the **Rental Vehicle** other than on a public roadway (whether sealed or unsealed) which is maintained by a local Council, Shire, Government body, company or private individual.

Section 10: Alternative Employee Expenses

Extent of Cover

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

Definitions under Section 10

Alternative Employee Expenses means all reasonable and necessary expenses incurred in sending a substitute person to complete the original **Insured Person's Journey** and objectives.

Expenses shall be limited to:

1. an economy return air flight for interstate and intrastate air trips within Australia;
2. a business class return air flight for international air trips outside Australia;

and other essential expenses incurred in transportation of the substitute person.

Serious Injury or Sickness means **Injury** or **Sickness** which entirely prevents the **Insured Person** from carrying out his or her usual occupation or business and which based on medical evidence is likely to last for at least fourteen days.

Exclusions under Section 10

We shall not be liable for any such expenses:

1. Where the original **Insured Person's Journey** is undertaken against the advice of a **Doctor** or other practitioner;
2. Which **You** or the original **Insured Person** had paid or budgeted for prior to the commencement of the **Journey**;
3. Incurred as a result of the original **Insured Person** engaging in the racing of any motor propelled conveyance of any kind.
4. Which are incurred or are associated with any claim caused by or resulting from;
    - 4.1. coronavirus disease (COVID-19);
    - 4.2. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
    - 4.3. any mutation or variation of SARS-CoV-2;
    - 4.4. any fear or threat of 4.1, 4.2 or 4.3 above.

Section 11: Personal Liability

Extent of Cover

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

For the purpose of the benefit payable, all **Occurrences** or series of **Occurrences** arising out of the one original cause shall be deemed to be the one event.

Definitions under Section 11

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

Conditions under Section 11

In addition to the General Conditions applicable to all Sections;

1. No admission, offer, promise, payment or indemnity shall be made or legal costs and expenses incurred without **Our** prior written consent;
2. **We** will be permitted to take over and conduct in the **Insured Person's** name the defence or settlement of any claim and **We** will have full discretion in the handling of any proceedings; **We** may at any time pay to the **Insured Person**, in connection with any claim or series of claims arising from the one original cause the amount shown on the **Schedule** against Section 11 - Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made. **We** shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Exclusions under Section 11

We shall not be liable for claims arising from:

1. Death, bodily injury or illness to or loss of or damage to property owned by or in the control of:
   1.1. the **Insured Person** or members of his or her **Family** ordinarily residing with him or her;
   1.2. any **Employee** of the **Insured** arising out of or during the course of their employment.
2. The business, trade or professional activities of the **Insured**;
3. The ownership, possession or use of mechanically propelled vehicles, aircraft, aerial devices or watercraft powered by motor excluding golf buggies and wheelchairs;
4. Claims for exemplary, punitive or aggravated damages;
5. Liability assumed under contract unless such liability would have arisen in the absence of such contract.

Section 12: Evacuation Cover and Personal Safety (AHI Assist)

Extent of Cover

1. If an **Insured Person**, whilst engaged on a **Journey** (outside Australia) during the **Period of Insurance**, is in a country or region that Australian officials recommend certain categories or persons (which include the **Insured Person**) in that country or region should leave because of a:

   a. security threat such as insurrection, **War**, rebellion, civil unrest or political instability, or

   b. a natural disaster such as earthquake, cyclone, flooding or volcanic eruption,

   after the **Insured Person** has arrived in the country or region and it is unsafe for the **Insured Person** to remain in the country or region,

   We will pay:

   1.1. the cost of evacuating the **Insured Person** to their **Country of Domicile** or the nearest place of safety using the most reasonably available method of transport, provided the evacuation is approved by **Us** or AHI Assist; and.

   1.2. the reasonable cost of accommodation, up to a maximum of $500 per day any one **Insured Person** to a maximum of twenty one days any one event; or

   1.3. when necessary, the reasonable cost of returning the **Insured Person** to their **Country of Domicile** if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight.

2. If an **Insured Person**, whilst engaged on a **Journey** (outside Australia) during the **Period of Insurance**, is in an emergency situation where their personal safety and security is at risk, **We** will provide assistance where possible and pay the reasonable and necessary expenses incurred for each **Insured Person**. The emergency situation must be unforeseen and outside the control of the **Insured Person** and the expenses must be authorised by **Us** or AHI Assist.

However, **We** will not pay in excess of $2,000,000 for any one evacuation or emergency situation for all persons covered under the **Policy**.

Exclusions under Section 12

We shall not be liable for claims arising from any:

1. expenses other than emergency, conveyance or accommodation expenses as outlined above;
2. expenses related to evacuation out of a country which **You** have travelled to after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers do not undertake travel at all, ie Level 4. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or The Australian Department of Foreign Affairs and Trade in Canberra or via www.smartraveller.gov.au.
3. expenses related to evacuation out of a country or a region which **You** have remained in after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers should leave the area and such warning or recommendation has been ignored. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or The Australian Department of Foreign Affairs and Trade in Canberra or via www.smartraveller.gov.au.
4. expenses which are caused by or resulting from;

   4.1. coronavirus disease (COVID-19);

   4.2. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

   4.3. any mutation or variation of SARS-CoV-2;

   4.4 any fear or threat of 4.1, 4.2 or 4.3 above.

Section 13: Life Insurance

Extent of Cover

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

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

Exclusions under Section 13

The **Insurer** will not pay a benefit with respect to:

1. Death caused by any **Pre-Existing Condition**;
2. Death caused by childbirth, pregnancy or any complications thereof;
3. A deliberately self-inflicted **Injury**;
4. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
5. Death caused by a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
6. Any **Journey** within the **Insured Person's Country of Domicile**;
7. Death which occurs as a direct or indirect result of the **Insured Person** travelling to any country or any region of a country on a date where there is in place for that country or region a Travel Warning rating of Level 4 issued by The Australian Department of Foreign Affairs and Trade or where the **Insured Person** voluntarily remains there when the Australian Government has co-ordinated an evacuation.

General Exclusions Applying to Sections 1 - 12

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

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

General Conditions Applying to All Sections

1. Notice of Claim

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

2. Subrogation

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

3. Claim Forms

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

4. Your Duty to Co-Operate

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

5. Physical Examination and Autopsy

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

6. Legal Action

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

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

7. Cancellation

This **Policy** may be cancelled by **You** at any time by giving **Us** written notice, in which case **We** shall retain a proportion of the premium calculated at **Our** usual short-term rates for the time the **Policy** has been in force.

8. Age Limitation

We shall not be liable to pay any money with respect to any **Insured Person** who has attained the age of eighty-five years for Sections 1 – 12 and sixty-five years for Section 13.

9. Limit of Liability

Our total liability for all claims arising under this **Policy** during any **Period of Insurance** shall not exceed the amount stated in the **Schedule** other than with respect to Section 2 – Medical Expenses, Section 11 - Personal Liability and General Conditions 12.

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

10. Currency

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

11. Governing Law and Jurisdiction

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

12. Nuclear, Chemical or Biological Terrorism

Our total liability for all claims arising from Nuclear, Chemical or Biological Terrorism during the **Period of Insurance** is limited to $1,000,000 in the aggregate.

Nuclear, Chemical or Biological Terrorism means terrorism which includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

a. influence a government or any political division within it for any purpose, and/or

b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

Privacy Statement

We are committed to protecting any information and data, including personal information and health information we collect, handle, store or disclose about you through our services. We manage all information and data, including personal and health information in accordance with the *Victorian Managed Insurance Authority Act 1996* (Act), the *Privacy and Data Protection Act 2014*, the *Health Records Act 2001*, the *Freedom of Information Act 1982*, and our Privacy Policy.

From time to time, in accordance with our legislative and regulatory frameworks and applicable laws, we may be required to disclose information concerning policies or claims to government bodies authorised by Victorian or Commonwealth legislation.

Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

Access and Correction

Please contact our Information Privacy Officer at privacy@vmia.vic.gov.au if you:

- want to access personal information (if any) that we hold about you;
- want to know more about what sort of information we hold, for what purposes and how we deal with that information;
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights.