



## **Business Travel Policy Wording and Product Disclosure Statement (PDS)**

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## BUSINESS TRAVEL POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT (PDS)

Thank you for considering this Business Travel Policy available through Arch Underwriting at Lloyd's (Australia) Pty Ltd ABN: 27 139 250 605 AFSL 426746 (ARCH).

### About this Product Disclosure Statement

This Product Disclosure Statement (PDS), which incorporates the policy wording, is an important document that contains details of the POLICY. This document is prepared by ARCH for and with the assistance and consent of the INSURERS who are responsible for it.

This PDS contains important information required under the Corporations Act 2001 (Cth).

It seeks to help YOU to:

- decide whether the insurance cover will meet YOUR needs; and
- compare it with other products YOU may be considering.

YOU should read it carefully before making a decision to purchase an insurance product. YOU will also need to read the policy wording for the relevant product YOU are considering to ensure YOU have a full understanding of the terms and conditions (including the limits and exclusions) of the insurance policy.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account YOUR objectives, financial situation or needs.

The effective date of the PDS is 5 October 2021.

### About the Insurers

The INSURERS of this product are certain underwriters at Lloyd's, of whose definitive numbers and the proportions underwritten by them, will be supplied on application. In consideration of the premium specified in the SCHEDULE, the said UNDERWRITERS are hereby bound, severally and not jointly, each for his own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the policy wording or any endorsement.

### About Arch Underwriting at Lloyd's (Australia) Pty Ltd

ARCH is an Australian Financial Services Licensee authorised to deal in and provide general advice on general insurance products. ARCH has been authorised by the INSURERS to act on their behalf to deal in and provide general advice and handle and settle claims in relation to this insurance.

ARCH has a binding authority which means it can enter into, vary or cancel this insurance and handle and settle claims without reference to the INSURERS provided it acts within the binding authority. When providing these services, ARCH acts for the INSURERS and does not act on YOUR behalf.

ARCH can be contacted as follows:

*Suites 4.01 & 4.02, Level 4,  
68 York Street, Sydney, NSW, 2000  
or telephoning US at (02) 8284 8400*

## Some Words Have Special Meaning

Certain words used in the POLICY have special meanings. The “Definitions” section of this document on page 15 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the POLICY when used or in the other documents making up the POLICY.

Headings are provided for reference only and do not form part of the POLICY for interpretation purposes.

## Summary of Insurance

Please note that this is a limited summary only and does not form part of the terms of the insurance. Each cover noted is subject to terms, conditions, exclusions and limitations, endorsements, memoranda and warranties (if any) applying to the POLICY as a whole and/or to the relevant BENEFITS, which are not listed in the summary.

YOU need to read the POLICY to properly understand the cover provided.

Cover is not automatically insured under for all BENEFITS. You are only covered for the BENEFITS that are specified as applicable in the SCHEDULE.

Section	BENEFIT
Section 1 - Part A	<ul style="list-style-type: none"> <li>Personal accident lump sum benefits.</li> <li>Lump sum benefits if a COVERED PERSON sustains a BODILY INJURY.</li> <li>Surgical benefits as a result of BODILY INJURY or SICKNESS.</li> <li>Benefits for BODILY INJURY resulting in specified FRACTURED bones.</li> <li>Benefits for BODILY INJURY resulting in loss of TEETH or dental procedures.</li> </ul>
Section 1 - Part B	<ul style="list-style-type: none"> <li>Loss of income benefits.</li> <li>TEMPORARY TOTAL DISABLEMENT as a result of BODILY INJURY.</li> <li>TEMPORARY PARTIAL DISABLEMENT as a result of BODILY INJURY.</li> <li>TEMPORARY TOTAL DISABLEMENT as a result of SICKNESS.</li> <li>TEMPORARY PARTIAL DISABLEMENT as a result of SICKNESS.</li> </ul>
Section 1 - Additional benefits	<ul style="list-style-type: none"> <li>The following additional benefits are also automatically provided under Section 1.</li> <li>FUNERAL EXPENSES</li> <li>Exposure</li> <li>Disappearance</li> <li>Independent financial advice</li> <li>DEPENDENT CHILD allowance</li> <li>Surviving SPOUSE/PARTNER BENEFIT</li> <li>Unexpired membership BENEFIT</li> <li>Home and or motor vehicle modification benefit</li> <li>Chauffeur benefit</li> <li>In memoriam benefit</li> </ul>
Section 2	<ul style="list-style-type: none"> <li>MEDICAL AND ADDITIONAL EXPENSES</li> </ul>
Section 3	<ul style="list-style-type: none"> <li>Cancellation, loss of deposits and missed transport connection</li> </ul>
Section 4	<ul style="list-style-type: none"> <li>BAGGAGE AND PERSONAL BELONGINGS, MONEY and SPORTING EQUIPMENT</li> </ul>
Section 5	<ul style="list-style-type: none"> <li>Alternative EMPLOYEE or return to assignment</li> </ul>
Section 6	<ul style="list-style-type: none"> <li>KIDNAP, HIJACK or DETENTION</li> </ul>

Section 7	<ul style="list-style-type: none"> <li>Rental vehicle excess</li> </ul>
Section 8	<ul style="list-style-type: none"> <li>Personal liability</li> </ul>
Section 9	<ul style="list-style-type: none"> <li>Political and natural disaster evacuation</li> </ul>
Section 10	<ul style="list-style-type: none"> <li>Extra territorial workers compensation benefits</li> </ul>
Section 11 - Additional benefits under the POLICY	<ul style="list-style-type: none"> <li>The following additional benefits are also automatically provided under the POLICY:             <ul style="list-style-type: none"> <li>Death as a result of a SPECIFIED SICKNESS</li> <li>Trauma BENEFIT</li> <li>Overbooked flight</li> <li>Home burglary excess</li> </ul> </li> </ul>

This insurance is designed to provide the COVERED PERSON or the COVERED PERSON'S BENEFICIARY (where applicable) with selected BENEFITS if the COVERED PERSON suffers:

- BODILY INJURY; or
- SICKNESS; or
- a covered unforeseen event

during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHIC LIMITS and this results in a specified COVERED EVENT. For cover provided under Section 1, the COVERED EVENT must occur within 12 months of the BODILY INJURY DATE or the date SICKNESS first manifests itself.

Please note that WE will not provide cover or pay for a loss which would result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or otherwise).

WE will provide cover for those Sections and COVERED EVENTS of the POLICY for which a SUM INSURED is specified in the SCHEDULE or for those BENEFITS contained within the POLICY that are automatically covered for the INSURANCE PERIOD.

WE will not pay more than the AGGREGATE LIMIT of LIABILITY or NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY (as applicable) for any one and all claims combined under this insurance.

No benefit is payable for and during the EXCESS PERIOD or ELIMINATION PERIOD.

***Please note that this is a limited summary of some aspects of the insurance only and does not form part of the terms of the insurance. The cover noted is subject to terms and conditions (including limits and exclusions) that are not listed in the summary.***

## How Benefits Are Provided Under This Insurance

The benefit of the cover under this insurance is extended to persons who meet the specified eligibility criteria (see the definition of the 'COVERED PERSON' in the "Definitions" section).

A COVERED PERSON has the right to make a claim under this Policy solely by the operation of Section 48 of the Insurance Contracts Act 1984 (Cth.) even though they are not a party to the Policy.

COVERED PERSONS are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the POLICY then they will have the same obligations to US as the COVERED PERSONS would have if they were the POLICY HOLDER. WE will have the same rights against the COVERED PERSONS as WE would have against the POLICY HOLDER.

COVERED PERSONS have no right to cancel or vary the POLICY or its cover - only the POLICY HOLDER (as the contracting insured) and WE can do this. If WE cancel or vary the POLICY or its cover, WE do not need to obtain a COVERED PERSON'S consent to do so.

WE also do not provide any notices in relation to this insurance to COVERED PERSONS as they are not a contracting party to the POLICY. WE only send notices to the POLICY HOLDER which is the only party WE have contractual obligations to under the POLICY.

The insurance cover is subject to the terms and conditions (including limits and exclusions) set out in this POLICY.

Therefore the COVERED PERSONS should read this document carefully and keep it in a safe place. COVERED PERSONS should seek confirmation from the POLICYHOLDER that they are covered under the POLICY. Please keep detailed particulars and proof of any loss the COVERED PERSON suffers and proof of the COVERED PERSON'S eligibility for this insurance.

Neither WE nor the POLICY HOLDER hold anything on trust for, or for the benefit or on behalf of

COVERED PERSONS under this insurance arrangement. The POLICY HOLDER does not:

- act on OUR behalf or a COVERED PERSON in relation to the insurance;
- have any authorisation to provide any financial product advice, recommendations or opinions about the insurance; and
- receive any remuneration or benefits from US.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by US or the POLICY HOLDER that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

At the time of issuing this POLICY and during the INSURANCE PERIOD WE do not know the identity of a COVERED PERSON and their OPERATIVE PERIOD OF COVER. To confirm if covered and the currency of the POLICY please contact the POLICY HOLDER in writing or by telephone.

### **When Does a COVERED PERSON'S cover under the POLICY Begin and End?**

A COVERED PERSON may only make a claim for benefits for which cover is available in accordance with the POLICY terms and conditions, limitations and exclusions.

1. A COVERED PERSON'S OPERATIVE PERIOD OF COVER begins at the EFFECTIVE DATE OF COVER.
2. A COVERED PERSON'S OPERATIVE PERIOD OF COVER ends on the earlier of:
  - the time they cease to be a COVERED PERSON;
  - the date and at the time shown on the SCHEDULE as the end of the INSURANCE PERIOD;
  - the time the POLICY HOLDER requests that such COVERED PERSON is no longer a COVERED PERSON;
  - the date the POLICY is cancelled by the POLICY HOLDER or US; and
  - the 3rd (third) business day after the day on which WE advised the POLICY HOLDER in writing that the COVERED PERSON is no longer covered under the POLICY eligible to access the benefits or such later time as WE may specify in the notice.

WE are not obliged to notify a COVERED PERSON of termination of the POLICY.

### **OUR Agreement with the POLICY HOLDER**

Where WE agree to enter into a POLICY with YOU it is a contract of insurance between US and YOU (see the definition of "YOU" for details of who is covered by this term). The contract is based upon the information YOU gave US when YOU applied for the insurance, and any subsequent information which YOU have supplied.

WE will provide cover for COVERED EVENTS for which a SUM INSURED is specified in the SCHEDULE or for those BENEFITS contained within the POLICY that are automatically provided to the COVERED PERSONS for the relevant INSURANCE PERIOD.

YOU must pay the premium, including government taxes and charges, for the relevant INSURANCE PERIOD and comply with all the POLICY terms and conditions.

Where WE agree to issue a POLICY, the POLICY will consist of:

1. This document, which sets out information on the insurance and the standard terms and conditions (including any limits and exclusions) that apply.

WE may need to update this document from time to time if certain changes occur where required and permitted by law. WE will issue YOU with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, WE may issue YOU with notice of this information in other forms or keep an internal record of such changes. YOU can get a paper copy free of charge by contacting US at:

*Level 4, 68 York Street,  
Sydney, NSW, 2000  
Telephone: (02) 8284 8400*

2. YOUR SCHEDULE issued by US.

The SCHEDULE is a separate document WE issue when the POLICY is entered into, which shows the insurance details relevant to YOU. It may include additional terms and conditions (including any limits and exclusions) relevant to YOU that amend the standard terms of this document.

WE will provide cover for COVERED EVENTS for which a SUM INSURED is specified on the SCHEDULE, or for those BENEFITS contained within the POLICY that are automatically provided for COVERED PERSONS.

When YOUR POLICY is changed or renewed, WE will give YOU a new SCHEDULE.

3. Any other change to the terms of YOUR POLICY otherwise advised by US in writing (such as an endorsement or Supplementary PDS).

These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

When YOU enter into the POLICY YOU confirm that YOU have read or will read the POLICY documents provided to YOU before the end of the cooling off period.

## When Does the POLICY Begin and End?

The POLICY:

- is entered into with the POLICY HOLDER and begins on the date and at the time shown on the SCHEDULE as the commencement of the INSURANCE PERIOD, subject to payment of applicable premium; and
- continues for the INSURANCE PERIOD or until the POLICY ends according with the POLICY terms or law (whichever occurs first).

## Cooling off and Cancellation Rights

YOU can exercise YOUR cooling off rights and cancel the POLICY by contacting US on (02) 8284 8400 or by writing to US at Level 4, 68 York Street, Sydney, NSW, 2000 within fourteen (14) days of the date YOU purchased the POLICY and receive a refund of the premium paid, provided YOU have not exercised any right or power under the POLICY (e.g., made any claim) and these rights and powers have not ended.



WE may deduct any reasonable administrative and transaction costs incurred by US that are reasonably related to the acquisition and termination of the POLICY and any government taxes or duties WE cannot recover, from YOUR refund amount.

After the cooling off period has ended, YOU still have cancellation rights, however WE may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties WE cannot recover (refer to “General Conditions Applicable to the POLICY” on page 42 for full details).

### The Obligation to Comply with the POLICY Terms and Conditions

The POLICY HOLDER and the COVERED PERSONS are required to comply with the terms and conditions of the POLICY. Please remember that if they do not comply with any term or condition, WE may (to the extent permitted by law) decline or reduce any claim payment and/or cancel YOUR POLICY.

If more than one person is insured under the POLICY, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the POLICY.

### How WE Calculate YOUR Premium

The amount of YOUR premium is determined by taking a number of different matters into account. YOU can seek a quote at any time.

It is important for YOU to know in particular that the premium varies depending on the information WE receive from YOU about the risk to be covered by US. The higher the risk is (e.g., high claims experience), the higher the premium will be. Based on OUR experience and expertise as an insurer, WE decide what factors increase OUR risk and how they should impact on the premium.

WE calculate YOUR premium on the basis of information that WE receive from YOU when YOU apply for insurance.

Some factors impacting premiums include:

- YOUR nominated AGGREGATE LIMIT OF LIABILITY and SUM INSURED;
- the nature of YOUR business;
- YOUR prior claims experience;
- number of COVERED PERSONS; and
- the benefits requested by YOU.

YOUR premium also includes amounts that take into account OUR obligations concerning any relevant compulsory government charges, taxes or levies (e.g., Stamp Duty, GST, Emergency and Fire Services Levy) in relation to YOUR POLICY. These amounts will be set out separately in YOUR SCHEDULE as part of the total premium payable.

In some cases WE are required to pay an estimated amount based on criteria set by the Government. The amount applied by US for this in the premium may result in US over or under recovering in any particular year but WE will not adjust YOUR premium because of this. YOU can ask US for more details if YOU wish.

When YOU apply for this insurance, YOU will be advised by US or YOUR intermediary of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the SCHEDULE, which will be sent to YOU after the entry into the POLICY. If YOU fail to pay WE may reduce any claim payment by the amount of premium owing and/or cancel the POLICY.

### Renewal Procedure

Before YOUR POLICY expires WE will advise YOU via YOUR intermediary whether WE intend to offer renewal and if so on what terms.

This document also applies for any offer of renewal WE may make, unless WE tell YOU otherwise.

It is important that YOU check the terms of any renewal offer before renewing to satisfy YOURSELF that the details are correct. In particular, check the AGGREGATE LIMIT OF LIABILITY, SUM INSURED amounts and EXCESS PERIOD(S) applicable and to ensure the levels of cover are appropriate for YOU.

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

### **Duty of Disclosure**

Before YOU enter into this contract of insurance YOU have a duty under the Insurance Contracts Act 1984.

The duty applies until (as applicable) WE first agree to insure YOU, or WE agree to the variation, extension, reinstatement or renewal.

### **Answering our questions**

In all cases, if WE ask YOU questions that are relevant to OUR decision to insure YOU and on what terms, YOU must tell US anything that YOU know and that a reasonable person in the circumstances would include in answering the questions.

It is important that YOU understand YOU are answering OUR questions in this way for YOURSELF and anyone else that YOU want to be covered by the contract.

### **Variations, extensions or reinstatements**

For variations, extensions, reinstatements, YOU also have a broader duty to tell US anything that YOU know, or could reasonably be expected to know, may affect OUR decision to insure YOU and on what terms.

### **Renewal**

WE will tell YOU what YOUR duty is on renewal before WE agree to any renewal.

### **What YOU do not need to tell US**

YOU do not need to tell US anything that:

- reduces the risk WE insure YOU for; or
- is of common knowledge;
- WE know or should know as an insurer; or
- WE waive YOUR duty to tell US about.

### **If YOU do not tell US something**

If YOU do not tell US anything YOU are required to tell US, WE may cancel the POLICY or reduce of the amount WE will pay YOU if YOU make a claim, or both. If YOUR failure to tell US is fraudulent, WE may refuse to pay a claim and treat the contract as if it never existed.

## Privacy Statement

Unless the context otherwise provides, in this section:

- “WE”, “OUR” or “US” means the INSURERS and ARCH; and
- “YOU”, “YOUR” or “YOURS” means the POLICY HOLDER and COVERED PERSONS.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable See the *Privacy Act 1988* as amended by the *Privacy Amendment (Notifiable Data Breaches) Act 2017* for full details of what constitutes personal information.

This privacy notice details how WE collect, disclose and handle personal information.

### Why WE collect YOUR personal information

WE collect personal information (including sensitive information) so WE can:

- identify YOU and conduct necessary checks;
- determine what service or products WE can provide to YOU e.g., offer OUR insurance products;
- issue, manage and administer services and products provided to YOU or others, including claims investigation, handling and settlement; and
- improve OUR services and products, e.g., training and development of OUR representatives, product and service research and data analysis and business strategy development.

### What happens if YOU don't give US YOUR personal information?

If YOU choose not to provide US with the information WE have requested, WE may not be able to provide YOU with OUR services or products or properly manage and administer services and products provided to YOU or others.

### How WE collect YOUR personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing. WE collect it directly from YOU unless YOU have consented to collection from someone other than YOU, it is unreasonable or impracticable for US to do so or the law permits US to.

If YOU provide US with personal information about another person YOU must only do so with their consent and YOU agree to make them aware of this privacy notice.

### Who WE disclose YOUR personal information to

We share YOUR personal information with third parties for the collection purposes noted above.

The third parties include: OUR related companies and OUR representatives who provide services for US, other insurers and reinsurers; OUR claim management partner(s); YOUR agents; OUR legal, accounting and other professional advisers; data warehouses and consultants; investigators, loss assessors and adjusters; other parties WE may be able to claim or recover against; anyone WE appoint to review and handle complaints or disputes; and any other parties where permitted or required by law.

WE may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. YOU can contact US for details or refer to OUR Privacy Policy available at OUR website. In some cases WE may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire OUR services and products YOU agree that YOU cannot seek redress under the Act or against US (to the extent permitted by law) and may not be able to seek redress overseas.

**Accuracy of and access to YOUR personal information**

WE will take reasonable steps to ensure that the personal information YOU provide is accurate, complete and up to date, whenever it is used, collected or disclosed. YOU are entitled to access YOUR personal information if YOU wish and request correction if required. WE may request reasonable costs from YOU to cover the expenses WE incur retrieving this information.

**Notifiable Data Breach**

If WE identify a breach or suspected breach of YOUR personal information WE will make an assessment expeditiously and within 30 days to determine if a breach has occurred that is likely to cause YOU serious harm, known as an “eligible data breach”. If an eligible data breach is identified WE will notify YOU and the Australian Information Commissioner of the breach as soon as practicable. WE will also provide YOU with recommendations of the steps YOU should take in response to the breach. When making contact with YOU, WE will use the usual method of communication. If WE cannot contact YOU, WE will place a notice on OUR website.

**More information, access, correction or complaints**

For more information about OUR privacy practices including how WE collect, use or disclose information, how to access or seek correction to YOUR information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to OUR Privacy Policy. It is available at OUR website [www.archinsurance.com.au](http://www.archinsurance.com.au) or by contacting US on (02) 8284 8400 EST 9 a.m.-5 p.m., Monday-Friday.

**YOUR Choices**

By providing US with personal information, YOU and any person YOU provide personal information for, consent to this use and these disclosures unless YOU tell US otherwise. If YOU wish to withdraw YOUR consent, including for things such as receiving information on products and offers by US or persons WE have an association with please contact US.

**General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## Complaints – Internal and External Complaints Procedure

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

*The Complaints Manager,  
Arch Underwriting at Lloyd's (Australia) Pty Ltd,  
Suites 4.01 & 4.02, Level 4,  
68 York Street, Sydney, NSW, 2000  
or telephoning US at (02) 8284 8400  
or emailing US at [complaints@archinsurance.com.au](mailto:complaints@archinsurance.com.au)*

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

*Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000*

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

*Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)*

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

## UNDERWRITERS' Notices

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000*

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

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

In the event of a claim arising under this Insurance immediate notice should be given to:

*Arch Underwriting at Lloyd's (Australia) Pty Ltd,  
Suites 4.01 & 4.02, Level 4,  
68 York Street, Sydney, NSW, 2000  
or by emailing US at [claims@archinsurance.com.au](mailto:claims@archinsurance.com.au)*

### **Agency Arrangements and Agent's Remuneration**

If YOUR POLICY has been issued through OUR agent, or a broker who is acting under a binder agreement with US, then they are acting as OUR agent and not as YOUR agent.

If YOUR POLICY has been issued by a broker, other than a broker acting under an agency/binder arrangement with US, then the broker is acting as YOUR agent.

When the POLICY has been arranged through an agent or broker, remuneration (such as commission) is payable by US to them for arranging the insurance. YOU can ask them for more information.

### **Further Information and Confirmation of Transactions**

If YOU require further information about this insurance or wish to confirm a transaction, please contact US.

## DEFINITIONS

Certain words used in this PDS and when used or in the other documents making up the POLICY have special meanings that are indicated by all capital letters. This section defines such terms.

**ACCIDENT(AL)** means a sudden external and identifiable event which happens to the **COVERED PERSON** during their **OPERATIVE PERIOD OF COVER** and during the **JOURNEY** which is unforeseen or unintended by the **COVERED PERSON** that results in a **BODILY INJURY** to the **COVERED PERSON**.

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

**ACCOMPANYING** means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another **COVERED PERSON** who is on a **JOURNEY**.

**AGGREGATE LIMIT OF LIABILITY** means the maximum amount **WE** will pay for all claims arising from **COVERED EVENTS** which occur during the **INSURANCE PERIOD**. The **AGGREGATE LIMIT OF LIABILITY** is stated in the **SCHEDULE**.

**BENEFICIARY** means the person designated in the **SCHEDULE** to receive the **BENEFIT** under the **POLICY** (or executors or administrators of the **COVERED PERSON** if no **BENEFICIARY** is named in the **SCHEDULE**) in the event of the **ACCIDENTAL DEATH** of the **COVERED PERSON**.

**BENEFIT(S)** means any benefit stated in the **SCHEDULE** with a corresponding **SUM INSURED** stating what a **COVERED PERSON** is entitled to claim under the **POLICY**.

**BENEFIT PERIOD** means the maximum period for which a loss of income **BENEFIT** payment may be paid to or for the benefit of a **COVERED PERSON**.

**BODILY INJURY** means an identifiable physical injury to a **COVERED PERSON** resulting solely and directly from an **ACCIDENT** and independent of any other cause that occurs fortuitously during the **OPERATIVE PERIOD OF COVER** and during the **JOURNEY**. **BODILY INJURY** does not include:

- a) **SICKNESS** as defined or a condition ordinarily described as being a **SICKNESS**; or
- b) any consequences of a **BODILY 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.

**BODILY INJURY DATE** means the earlier of:

- the date the **COVERED PERSON'S DOCTOR** reasonably diagnoses as the most likely date of the **BODILY INJURY**;
- the date **OUR DOCTOR** reasonably diagnoses as the most likely date of the **BODILY INJURY**;
- the date the **COVERED PERSON** first became aware of the **BODILY INJURY** or a reasonable person in the circumstances would have been aware of the **BODILY INJURY**;
- the date the **COVERED PERSON** first received medical treatment for the **BODILY INJURY**; or
- the date the **BODILY INJURY** is first diagnosed by a **DOCTOR**.

**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, overthrow of an elected government and the consequences of martial law.

**COUNTRY OF RESIDENCE** means the country in which the **COVERED PERSON** is a citizen or permanent resident, or in which the **COVERED PERSON** is residing on foreign assignment.

**COVERED EVENT(S)** means the event(s) described in each Table of Events as set out in Sections 1 and 2 and are defined by individual number, or any event described or outlined in the **POLICY** for which a **BENEFIT** is payable under any section of the **POLICY**.

**COVERED PERSON** means such person or persons who meet the eligibility criteria as set out on the **SCHEDULE** with respect to whom premium has been paid, or agreed to be paid by the **POLICY HOLDER**.

Access to **BENEFITS** under this insurance is provided to **COVERED PERSONS** solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). **COVERED PERSONS** are not contracting insured's (e.g., they cannot cancel or vary the **POLICY** – only the **POLICY HOLDER** can do this) and do not enter into any agreement with **US**.

**CYBER ACT** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

**CYBER INCIDENT** means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or
- any unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

**COMPUTER SYSTEM** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **POLICY HOLDER** or any other party.

**DEPENDENT CHILD(REN)** means any child of a **COVERED PERSON**:

- under eighteen (18) years of age and dependent on the **COVERED PERSON**:  
or
- over 18 years of age and under twenty five (25) years of age:
  - who is in full time tertiary education; and
  - dependent on the **COVERED PERSON**.

**DOCTOR** means a legally registered medical practitioner currently registered to practice who is not a **COVERED PERSON** or their **RELATIVE**, or an **EMPLOYEE** or director of the **POLICY HOLDER** and is acting within the scope of their registration and pursuant to the laws where the medical practitioner is registered.

**EFFECTIVE DATE OF COVER** means the date the **EMPLOYEE** is added to the **POLICY** as a **COVERED PERSON**.

**EMPLOYEE** means any person in the **POLICY HOLDER'S** service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **POLICY HOLDER'S** behalf or any other such person as declared to **US**.

**EXCESS** means the amount stated in the **SCHEDULE** that is payable by the **COVERED PERSON** prior to the **POLICY** paying the **SUM INSURED** for the **BENEFIT** as noted on the **SCHEDULE**.

**EXCESS PERIOD** is the period expressed as a number of days stated in the **SCHEDULE** during and for which no **BENEFITS** are payable for **TEMPORARY TOTAL DISABLEMENT** or **TEMPORARY PARTIAL DISABLEMENT**. The reference to days means consecutive days.

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

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

**FUNERAL BENEFIT** means the **BENEFIT WE** pay under Section 1 - Additional Benefits under Section 1, Funeral Benefit (see page 26).

**FUNERAL EXPENSES** mean the reasonable costs incurred for the cremation or burial of the **COVERED PERSON** including any transportation and internment costs. **FUNERAL EXPENSES** include services performed by an undertaker, the cost of the casket and or any crematorium or graveyard costs incurred. **FUNERAL EXPENSES** do not include any costs associated with the wake, catering costs or discretionary purchases related to the funeral.



**GEOGRAPHIC LIMITS** means worldwide unless otherwise stated on the **SCHEDULE**.

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

**INCIDENTAL PRIVATE TRAVEL** means travel which is private and taken either side of or during a business trip which is a **JOURNEY**. **INCIDENTAL PRIVATE TRAVEL** must not exceed 70% of the total **JOURNEY** duration unless otherwise agreed by **US**.

**INSURANCE PERIOD** means the contract period as stated in the **SCHEDULE** which the **POLICY** operates unless ending earlier in accordance with the **POLICY** or law. Each renewal results in a new contract and new **INSURANCE PERIOD**.

**INSURERS** or **UNDERWRITERS** means the insurers of this **POLICY**, who are certain underwriters at Lloyd's Syndicate 2012.

**JOURNEY** means the trip/journey described in the **SCHEDULE** as declared to **US** and undertaken by the **COVERED PERSON** during the **COVERED PERSON'S OPERATIVE PERIOD OF COVER** and includes:

- a) **INCIDENTAL PRIVATE TRAVEL** of all **COVERED PERSONS** who are **EMPLOYEES**;
- b) Private travel of the **COVERED PERSONS** who are the **POLICYHOLDER'S** company directors (executive and non executive), board members, chief financial officer, chief executive officer, chief operating officer, company secretary, and any other member of senior management provided they have been declared and agreed to by **US**. Private travel is extended to include cover provided under the **POLICY** for **ACCOMPANYING SPOUSES/PARTNERS** and **DEPENDENT CHILDREN** of such **COVERED PERSONS**.

**LIMB** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**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 any of the Table of Benefits.

**NON SCHEDULED FLIGHT** means any flight that is not operating under a regular published flight schedule or timetable.

**NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY** means the maximum amount **WE** will pay for all claims for **COVERED EVENTS** arising out of **NON SCHEDULED FLIGHTS** during the **INSURANCE PERIOD**. The **NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY** is stated in the **SCHEDULE**.

**OPERATIVE PERIOD OF COVER** means the specified period for which a **COVERED PERSON** is covered under the **POLICY** as explained in the "When does a **COVERED PERSON'S** cover under the **POLICY** begin and end?".

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

**PERMANENT TOTAL DISABLEMENT** means disablement which:

- totally restricts a **COVERED PERSON** from performing his or her usual occupational or employment activities, or any other occupational or employment activities for which the **COVERED PERSON** has the experience, skills, education or training (or if the **COVERED PERSON** is not employed, it means disablement which prevents the **COVERED PERSON** from participating in any and every occupation for the remainder of his or her life.); and
- lasts at least 12 consecutive months from the occurrence; and
- at the end of that time, in **OUR** reasonable opinion is beyond hope of improvement.

**POLICY** means **OUR** contract with the **POLICY HOLDER**, consisting of this document, the **SCHEDULE** and any other documents **WE** state form part of the terms and conditions of **OUR** contract with the **POLICY HOLDER** (such as additional endorsements or Supplementary PDS).

**POLICY HOLDER** means the company or individual named as the insured on the **SCHEDULE**, with whom **WE** have entered into the contract of insurance. They are the contracting insured.

**PRE-EXISTING CONDITION** means any injury, sickness, illness, disease, condition (including any side-effects or

symptoms) of which the **COVERED PERSON** was aware (whether diagnosed or not) or of which a reasonable person in the circumstances could be expected to have been aware, or for which the **COVERED PERSON** has sought treatment prior to the **COVERED PERSON'S EFFECTIVE DATE OF COVER** under the **POLICY**.

**PRE-EXISTING CONDITIONS** specifically include congenital or degenerative conditions for which the **COVERED PERSON** has been diagnosed or were aware of or which a reasonable person in the **COVERED PERSON'S** circumstances could be expected to have been aware of prior to the commencement of the **COVERED PERSON'S OPERATIVE PERIOD OF COVER** regardless as to whether the **COVERED PERSON** was at that time, or subsequently, being treated for them.

**PROFESSIONAL SPORT** means any sport for which a **COVERED PERSON** receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which accounts for more than fifteen percent (15%) of their **SALARY**.

**RELATIVE** means the **COVERED PERSON'S SPOUSE, PARTNER**, 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.

**SALARY** means in the case of an **EMPLOYEE**, their 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 they have been employed.

**SERIOUS BODILY INJURY OR SICKNESS** means life threatening or serious enough to someone who is not the **COVERED PERSON** which warrants the **COVERED PERSON'S** curtailment or cancellation of their **JOURNEY** and for whom the person the claim is contingent on has not:

- a) received regular medical treatment prior or medication in the 20 days prior to the **JOURNEY** being booked by the **POLICY HOLDER** or **COVERED PERSON**; or
- b) required surgery or hospitalisation, or was on a waiting list in the 3 months prior to the **JOURNEY** being booked by the **POLICY HOLDER** or **COVERED PERSON**; or
- c) been diagnosed with a terminal condition prior to the **JOURNEY** being booked by the **POLICY HOLDER** or the **COVERED PERSON**.

**SCHEDULE** means the relevant **SCHEDULE WE** issue or subsequently substituted **SCHEDULE**. The **SCHEDULE** forms part of the **POLICY**. A new **SCHEDULE** is issued on each renewal.

**SICKNESS** means an illness, sickness or disease of the **COVERED PERSON** which occurs during the **COVERED PERSON'S OPERATIVE PERIOD OF COVER** and during the **JOURNEY**. **SICKNESS** does not include a terminal condition of the **COVERED PERSON** diagnosed prior to the commencement date of the **JOURNEY**.

**SPECIFIED SICKNESS** means:

- Myocardial Infarction; or
- Stroke; or
- Rabies; or
- Cerebral Malaria.

**SPOUSE** or **PARTNER** means the **COVERED PERSON'S** husband or wife living with the **COVERED PERSON** or any person of either sex living in a de facto marital relationship with the **COVERED PERSON**.

**SUM INSURED(S)** means an amount stated in the **SCHEDULE** against relevant **COVERED EVENT(S)** or **BENEFITS** offered under the **POLICY**.

**TEMPORARY PARTIAL DISABLEMENT** means the inability (but not **PERMANENT** inability) of the **COVERED PERSON** to participate in a substantial part of their usual occupation or employment activities, while the **COVERED PERSON** is under the regular care of and acting in accordance with the treatment, instructions or advice of a **DOCTOR**.

**TEMPORARY TOTAL DISABLEMENT** means disablement (but not **PERMANENT** inability) which totally restricts

a **COVERED PERSON** from performing his or her usual occupation or employment activities, or any other occupational or employment activities for which the **COVERED PERSON** has the experience, skills, education or training. The **COVERED PERSON** must be under the regular care of and acting in accordance with the treatment, instructions or advice of a **DOCTOR**.

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

**YOU/YOUR** means the **POLICY HOLDER** named in the **SCHEDULE**.

**WAR** means armed opposition, whether declared or not between two countries.

**WE/OUR/US** means the **INSURERS** acting through its agent Arch Underwriting at Lloyd's (Australia) Pty Ltd.

## POLICY COVERAGE

WE will provide cover for those COVERED EVENTS and BENEFITS for which a SUM INSURED is stated in the SCHEDULE, or for those BENEFITS contained within the POLICY that are automatically provided for COVERED PERSONS, for the relevant INSURANCE PERIOD and incurred whilst on a JOURNEY (unless otherwise specified) and during the COVERED PERSONS OPERATIVE PERIOD OF COVER.

We will provide cover for BODILY INJURY or SICKNESS caused by or arising out of a CYBER ACT or a CYBER INCIDENT subject to the terms, conditions, limitations and exclusions of this POLICY.

## LIMIT OF LIABILITY

OUR total liability under the POLICY for any and all claims arising under the POLICY from any single or series of events during any one INSURANCE PERIOD will not exceed the amount stated in the SCHEDULE against the AGGREGATE LIMIT OF LIABILITY heading (with the exception of SECTIONS 2 – MEDICAL AND ADDITIONAL EXPENSES and SECTION 8 – PERSONAL LIABILITY for which the AGGREGATE LIMIT OF LIABILITY does not apply). In the case of a loss which is directly, or indirectly, on in any way attributable to an ACCIDENT which involves a NON SCHEDULED FLIGHT the maximum liability for each and all claims directly or indirectly arising from such an ACCIDENT will not exceed the amount stated in the SCHEDULE against the NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY heading. In the case of loss as a result of WAR or CIVIL WAR OUR total liability under the POLICY will not exceed \$100,000 per COVERED PERSON for any one loss or \$500,000 in the aggregate for all losses during any one INSURANCE PERIOD.

In the event that claims made under the POLICY exceed the AGGREGATE LIMIT OF LIABILITY, then the amount by which claims exceed this limit will be proportionally reduced.

## SECTION 1

### PART A – PERSONAL ACCIDENT LUMP SUM BENEFITS

#### LUMP SUM BENEFITS

##### COVERED EVENT 1-26

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which solely and directly results in any of the following numbered COVERED EVENTS outlined in the Table of Benefits 1, WE will pay to the COVERED PERSON, or their BENEFICIARY for Covered Event 1 – ACCIDENTAL DEATH, the corresponding percentage outlined in the Table of Benefits 1 of the SUM INSURED for COVERED EVENTS 1–26, providing that:

- the BODILY INJURY occurs during the COVERED PERSON'S OPERATIVE PERIOD OF COVER whilst on a JOURNEY and within the GEOGRAPHIC LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is stated against the relevant COVERED EVENTS in the SCHEDULE.

## Table of Benefits 1

## COVERED EVENTS

1	ACCIDENTAL DEATH (including FUNERAL BENEFIT)	105%
2	PERMANENT TOTAL DISABLEMENT	100%
3	PERMANENT paraplegia, quadriplegia, or incurable paralysis of all LIMBS.	100%
4	PERMANENT disablement not otherwise provided for in this table*	100%
5	PERMANENT and total LOSS of sight in one or both eyes	100%
6	PERMANENT and total LOSS of use of one or both LIMBS	100%
7	PERMANENT and incurable insanity	100%
8	PERMANENT total LOSS of hearing in both ears	100%
9	PERMANENT and total LOSS of the lens of both eyes	80%
10	PERMANENT and total LOSS of use of four fingers and the thumb of either HAND	75%
11	PERMANENT and total LOSS of the lens of one eye	60%
12	PERMANENT disfigurement from third degree burns equal to or greater than 20% of the surface of head and neck	60%
13	PERMANENT total LOSS of use of four fingers of either hand	50%
14	PERMANENT disfigurement from third degree burns equal to or greater than 40% of the surface of the body (excluding head and neck)	40%
15	PERMANENT total LOSS of hearing in one ear	30%
16	PERMANENT total LOSS of use of one thumb (both joints)	30%
17	PERMANENT total LOSS of use of one thumb (one joint)	15%
18	PERMANENT total LOSS of use of one finger all three joints	15%
19	PERMANENT total LOSS of use of all toes of either FOOT	15%
20	PERMANENT total LOSS of use of one finger two joints	10%
21	FRACTURED leg or Patella with established non-union	10%
22	Shortening of the leg by at least 5cm	8%
23	PERMANENT total LOSS of use of one finger one joint	5%
24	PERMANENT total LOSS of use of toes (per toe) - both joints of the great toe	5%
25	PERMANENT total LOSS of use of toes (per toe) - one joint of the great toe	3%
26	PERMANENT total LOSS of use of toes (per toe) - all joints of any toe other than the great toe.	1%

\*The disablement covered under COVERED EVENT 4 must be certified by no less than three DOCTORS, one of whom will be the COVERED PERSON'S DOCTOR and the remaining two DOCTORS to be appointed by US. The maximum BENEFIT payable is proportional on the agreed percentage reduction in whole bodily function as agreed by all three DOCTORS.

**SURGICAL BENEFITS AS A RESULT OF BODILY INJURY OR SICKNESS****COVERED EVENTS 27–35**

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON suffers a BODILY INJURY or SICKNESS, outside their COUNTRY OF RESIDENCE and a surgical procedure as outlined in the Table of Benefits 2 or 3 below is carried out, WE will pay the corresponding percentage outlined in the Table of Benefits 2 or 3 of the SUM INSURED for COVERED EVENTS 27–35 providing that:

- the BODILY INJURY or SICKNESS occurred or first manifested itself whilst on a JOURNEY and during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and
- the surgery occurs within 12 months of the date of the BODILY INJURY DATE or the date SICKNESS first manifested itself and the surgery is advised as medically necessary by a DOCTOR; and
- the surgery is solely and directly attributable to the BODILY INJURY or SICKNESS and not a degenerative condition; and
- the surgery is performed outside the COVERED PERSON'S COUNTRY OF RESIDENCE; and
- the surgery is undertaken outside of Australia; and
- the COVERED PERSON has not specifically travelled outside their COUNTRY OF RESIDENCE to have the surgical procedure performed; and
- a SUM INSURED is stated against the relevant COVERED EVENTS in the SCHEDULE.

**Table of Benefits 2****COVERED EVENTS**

27	Craniotomy	100%
28	Fracture of LIMB requiring open reduction	50%
29	Amputation of LIMB	50%
30	Dislocation requiring open reduction	25%
31	Any other surgical procedure carried out under a general anaesthetic	5%

**Table of Benefits 3****COVERED EVENTS**

32	Open heart surgical procedure	100%
33	Abdominal surgery carried out under general anaesthetic	50%
34	Brain surgery	50%
35	Any other surgical procedure carried out under general anaesthetic	5%

**BODILY INJURY RESULTING IN FRACTURED BONES****COVERED EVENTS 36–44**

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which directly and solely results in any of the following COVERED EVENTS in the Table of Benefits 4, WE will pay the corresponding percentage outlined in the Table of Benefits 4, of the SUM INSURED for COVERED EVENTS 36–44, providing that:

- the BODILY INJURY occurs during the COVERED PERSON'S OPERATIVE PERIOD OF COVER whilst on a JOURNEY and within the GEOGRAPHICAL LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and

- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is stated against the relevant COVERED EVENTS in the SCHEDULE.

#### Table of Benefits 4

##### COVERED EVENTS

36	Neck, skull, spine (compound FRACTURE)	100%
37	Hip FRACTURE	75%
38	Jaw, pelvis, leg, ankle or knee (other FRACTURE)	50%
39	FRACTURE of cheekbone, shoulder or hairline FRACTURE of skull or spine	30%
41	FRACTURE of nose or collar bone	20%
42	Simple FRACTURE of arm, elbow, wrist or ribs	20%
44	FRACTURE of finger, thumb, foot hand or toe	7.5%

#### BODILY INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES

##### COVERED EVENTS 45–46

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which results in any of the COVERED EVENTS in Table of Benefits 5 below as a sole and direct result of the BODILY INJURY, WE will pay the corresponding percentage outlined in the Table of Benefits 5, of the SUM INSURED stated against the LUMP SUM BENEFITS COVERED EVENTS 45 and 46, providing that:

- the BODILY INJURY occurs during the COVERED PERSONS OPERATIVE PERIOD OF COVER whilst on a JOURNEY and within the GEOGRAPHICAL LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is stated against the relevant COVERED EVENTS in the SCHEDULE.

#### Table of Benefits 5

##### COVERED EVENTS

45	LOSS of TEETH or full capping of TEETH	100%
46	Partial capping of TEETH	50%

## SECTION 1 – PART B - LOSS OF INCOME BENEFITS

### TEMPORARY TOTAL DISABLEMENT as a result of BODILY INJURY

#### COVERED EVENT 47

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON sustains a BODILY INJURY which is not a PRE-EXISTING CONDITION during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, whilst on a JOURNEY and within the GEOGRAPHICAL LIMITS; and
- as a direct and sole result of the BODILY INJURY, the COVERED PERSON suffers TEMPORARY TOTAL DISABLEMENT within 12 months of the BODILY INJURY DATE for a continuous period longer than the EXCESS PERIOD; and
- a SUM INSURED is stated against the COVERED EVENT in the SCHEDULE,

WE will pay the lesser of:

- the SUM INSURED stated in the SCHEDULE against this COVERED EVENT; and
- the SALARY of the COVERED PERSON (if no percentage is stated on the SCHEDULE); and
- the percentage (as stated on the SCHEDULE) of the COVERED PERSON'S SALARY,
- for the period (only after any applicable EXCESS PERIOD has been served by the COVERED PERSON) which is the shorter of:
  - the BENEFIT PERIOD as stated in the SCHEDULE; and
  - the period which TEMPORARY TOTAL DISABLEMENT persists as evidenced by a DOCTOR.

### TEMPORARY PARTIAL DISABLEMENT as a Result of BODILY INJURY

#### COVERED EVENT 48

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON sustains a BODILY INJURY which is not a PRE-EXISTING CONDITION during the COVERED PERSON'S OPERATIVE PERIOD OF COVER whilst on a JOURNEY and within the GEOGRAPHICAL LIMIT; and
- as a direct result of the BODILY INJURY, the COVERED PERSON suffers TEMPORARY PARTIAL DISABLEMENT within 12 months of the BODILY INJURY DATE for a continuous period longer than the EXCESS PERIOD; and
- a SUM INSURED is stated against the COVERED EVENT in the SCHEDULE,

WE will pay the lesser of:

- the SUM INSURED stated in the SCHEDULE against this COVERED EVENT, less any amount of current earnings as a result of working in a reduced capacity with any employer; and
- the SALARY of the COVERED PERSON (if no percentage is stated in the SCHEDULE); and
- the percentage (as stated in the SCHEDULE) of the COVERED PERSON'S SALARY,
- for the period (but only after any applicable EXCESS PERIOD has been served by the COVERED PERSON), which is the shorter of:
  - the BENEFIT PERIOD as stated in the SCHEDULE; and
  - the period the TEMPORARY PARTIAL DISABLEMENT persists as evidenced by a DOCTOR.

Should the COVERED PERSON be able to work in a reduced capacity with any employer, yet elect not to do so, the maximum BENEFIT payable for this COVERED EVENT will be 25% of the SUM INSURED as showing on the SCHEDULE.



**TEMPORARY TOTAL DISABLEMENT as a Result of SICKNESS****COVERED EVENT 49**

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON suffers SICKNESS which is not a PRE-EXISTING CONDITION during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and whilst on a JOURNEY within the GEOGRAPHICAL LIMIT; and
- as a sole and direct result of the SICKNESS, the COVERED PERSON suffers TEMPORARY TOTAL DISABLEMENT within 12 months of the date the SICKNESS first manifested itself for the continuous period that is longer than the EXCESS PERIOD; and
- a SUM INSURED is stated against the COVERED EVENT in the SCHEDULE,

WE will pay the lesser of:

- the SUM INSURED stated in the SCHEDULE against this COVERED EVENT; and
- the SALARY of the COVERED PERSON (if no percentage is stated in the SCHEDULE); and
- the percentage (as stated in the SCHEDULE) of the COVERED PERSON'S SALARY,
- for the period (but only after any applicable EXCESS PERIOD has been served by the COVERED PERSON) which is the shorter of:
  - the BENEFIT PERIOD as stated in the SCHEDULE; and
  - the period the TEMPORARY TOTAL DISABLEMENT persists as evidenced by a DOCTOR.

**TEMPORARY PARTIAL DISABLEMENT as a Result of SICKNESS****COVERED EVENT 50**

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON suffers a SICKNESS which is not a PRE-EXISTING CONDITION during the COVERED PERSON'S OPERATIVE PERIOD OF COVER whilst on a JOURNEY within the GEOGRAPHICAL LIMIT; and
- as a sole and direct result of the SICKNESS, the COVERED PERSON suffers TEMPORARY PARTIAL DISABLEMENT within 12 months of the date the SICKNESS first manifested itself for a continuous period that is longer than the EXCESS PERIOD; and
- a SUM INSURED is stated against the COVERED EVENT in the SCHEDULE,

WE will pay the lesser of:

- the SUM INSURED stated in the SCHEDULE against this COVERED EVENT less any amount of current earnings as a result of working in a reduced capacity with any employer; and
- the SALARY of the COVERED PERSON (if no percentage is stated in the SCHEDULE); and
- the percentage (as stated in the SCHEDULE) of the COVERED PERSON'S SALARY, and
- for the period (only after any applicable EXCESS PERIOD has been served by the COVERED PERSON) which is the shorter of:
  - the BENEFIT PERIOD as stated in the SCHEDULE; and
  - the period as the COVERED PERSON'S TEMPORARY PARTIAL DISABLEMENT persists as evidenced by a DOCTOR.

Should the COVERED PERSON be able to work in reduced capacity with any employer, yet elect not to do so the maximum BENEFIT payable for this COVERED EVENT will be 25% of the SUM INSURED as showing on the SCHEDULE.

## ESCALATION OF CLAIM BENEFIT

Should a COVERED PERSON be paid BENEFITS under the POLICY for COVERED EVENTS 47, 48, 49 or 50 for a period longer than 12 continuous months, and again for any subsequent period longer than 12 months, during which a BENEFIT is paid, the BENEFIT will be increased by 5% compounded per annum.

## ADVANCE PAYMENT

Should a COVERED PERSON have a valid claim under the POLICY for COVERED EVENTS 47 or 49, WE will pay twelve (12) weeks BENEFIT in advance provided that a DOCTOR provides written confirmation that the period of TEMPORARY TOTAL DISABLEMENT will last for a minimum duration of twenty six (26) weeks. The 12 weeks for which the BENEFITS are advanced count as part of the maximum BENEFIT PERIOD and BENEFITS for this period will not be paid again. We will resume further payments only after the 12 week advance BENEFIT period has expired.

## ADDITIONAL BENEFITS UNDER SECTION 1

Subject to terms and conditions (including limits and exclusions) of the POLICY, WE will also provide the following additional BENEFITS under Section 1.

## FUNERAL BENEFIT

Where there is a valid claim for COVERED EVENT 1 – ACCIDENTAL DEATH and a claim has been accepted by US, WE will pay a FUNERAL BENEFIT up to a maximum of 5% of the SUM INSURED as stated in the SCHEDULE against COVERED EVENT 1 – ACCIDENTAL DEATH for FUNERAL EXPENSES.

## EXPOSURE

Subject to the terms and conditions (including limits and exclusions) of the POLICY, if as a result of an ACCIDENT a COVERED PERSON is exposed to the elements, and as a direct result of such exposure the COVERED PERSON suffers from any of the COVERED EVENTS 1–26, within 12 months of the date of the ACCIDENT, it will be deemed that the COVERED PERSON sustained a BODILY INJURY on the date of the ACCIDENT and WE will pay the corresponding BENEFIT for the relevant COVERED EVENT.

## DISAPPEARANCE

Subject to the terms and conditions (including limits and exclusions) of the POLICY, if during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and whilst on a JOURNEY, a COVERED PERSON disappears as the result of an ACCIDENT of any means, and the COVERED PERSON'S body or existence has not been found or verified within 12 months of the ACCIDENT date, it will be deemed that the COVERED PERSON has died as a result of the ACCIDENT at the time of their disappearance.

This BENEFIT will only be paid if a SUM INSURED is stated in the SCHEDULE against COVERED EVENT 1 – ACCIDENTAL DEATH. WE will only pay the BENEFIT to the COVERED PERSON'S BENEFICIARY providing that any person or persons to whom such sum is paid provide a signed undertaking that any BENEFIT payable by US for the disappearance will be repaid to US should it be found that the COVERED PERSON is found to be living or did not die as a result of the ACCIDENT.

## INDEPENDENT FINANCIAL ADVICE

In the event that a COVERED PERSON has a valid claim for COVERED EVENTS 1–9 WE will at the request of the COVERED PERSON or their BENEFICIARY, pay a BENEFIT for independent financial advice from a licensed financial advisor who is not a RELATIVE of the COVERED PERSON or the POLICY HOLDER, and authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The payment of this BENEFIT is solely for advice in relation to the BENEFIT payable under Section 1 for COVERED EVENTS 1 – 9. The maximum amount payable under this BENEFIT is \$5,000 per COVERED PERSON.

## DEPENDENT CHILD ASSISTANCE

In the event:

- there is a valid claim for COVERED EVENT 1 – ACCIDENTAL DEATH; or
- a COVERED PERSON, whilst receiving BENEFITS under Section 1 – Part B – Loss of Income BENEFITS, dies from the BODILY INJURY which led to the claim,

and they leave behind DEPENDENT CHILDREN, WE will pay a BENEFIT of \$5,000 per DEPENDENT CHILD to the estate or representative of the deceased COVERED PERSON, for the benefit of the DEPENDENT CHILDREN.

The total maximum BENEFIT payable under this benefit is \$20,000 per COVERED PERSON. Should the DEPENDENT CHILDREN lose both parents including the COVERED PERSON for the same COVERED EVENT, the maximum BENEFIT per DEPENDENT CHILD is increased to \$15,000 per DEPENDENT CHILD, with a total maximum BENEFIT payable under this section of \$45,000.

## SURVIVING SPOUSE/PARTNER

In the event:

- there is a valid claim for COVERED EVENT 1 – ACCIDENTAL DEATH ; or
- a COVERED PERSON, whilst receiving BENEFITS under 1 – Part B – Loss of Income BENEFITS COVERED EVENT 47 or 48, dies from the BODILY INJURY which led to the claim,

and they leave behind a SPOUSE who is not separated or divorced from the COVERED PERSON, WE will pay a BENEFIT of \$5,000 to the SPOUSE of the deceased. The maximum BENEFIT payable under this benefit is \$5,000 per COVERED PERSON.

## UNEXPIRED MEMBERSHIP BENEFIT

In the event a COVERED PERSON suffers a BODILY INJURY which results in a valid claim for any of COVERED EVENTS 2–10 or COVERED EVENT 47 for which the relevant TEMPORARY TOTAL DISABLEMENT is certified by a DOCTOR to last longer than 26 weeks, WE will reimburse the COVERED PERSON the pro rata amount of the membership fees of any sporting body, club or association they belong to, for which the COVERED PERSON will not gain any benefit from due to the TEMPORARY TOTAL DISABLEMENT. The maximum BENEFIT payable for this BENEFIT for all memberships is \$1,000 per COVERED PERSON.

## HOME AND OR MOTOR VEHICLE MODIFICATION BENEFIT

In the event a COVERED PERSON suffers a BODILY INJURY which results in a valid claim for any of COVERED EVENTS 2–10, WE will pay a BENEFIT to a maximum of \$10,000 per COVERED PERSON for costs necessary to modify the COVERED PERSON'S home or vehicle, or work, provided that all modifications are certified necessary by the COVERED PERSON'S treating DOCTOR or rehabilitation provider.

## CHAUFFEUR BENEFIT

In the event a COVERED PERSON suffers a BODILY INJURY which results in a valid claim for any BENEFITS paid for the COVERED EVENTS 47 or 48 WE will pay a BENEFIT to a maximum of \$250 per week for reasonable transportation costs incurred for the hire of a taxi, car service, or suitable mode of conveyance to transport the COVERED PERSON from their home to their normal place of employment, for a maximum period of 26 weeks. The chauffeur BENEFIT is not payable to a COVERED PERSON'S RELATIVE or anyone living with the COVERED PERSON. The need for assisted transportation must be evidenced by a DOCTOR in order for this BENEFIT to be payable.

## IN MEMORIAM BENEFIT

Should a COVERED PERSON have a valid claim for any COVERED EVENT under the POLICY, and die as a result of the BODILY INJURY, WE will pay a maximum BENEFIT of \$1,000 for actual reasonable costs incurred with the proper observance of the passing of a COVERED PERSON by the POLICY HOLDER within the PERIOD OF INSURANCE.

**CONDITIONS APPLYING TO SECTION 1**

These conditions apply to Section 1 in addition to other applicable conditions such as the GENERAL CONDITIONS APPLICABLE TO THE POLICY.

1. WE shall not be liable under Section 1 for more than one BODILY INJURY for a COVERED PERSON, where the COVERED PERSON has already had a successful claim under the POLICY for one of the COVERED EVENTS 2–26.
2. BENEFITS will not be payable for more than one of the COVERED EVENTS 1–26 arising out of the same BODILY INJURY. In that event, the highest BENEFIT applicable will be payable.
3. Where:
  - COVERED EVENTS 1–26 have a SUM INSURED which is linked to the SALARY (as a multiple of the COVERED PERSON'S SALARY); and
  - the COVERED PERSON is not in receipt of a SALARY, the maximum SUM INSURED payable to the COVERED PERSON, in the event of a valid claim for COVERED EVENTS 1–26, will be 50% of the SUM INSURED as stated in the SCHEDULE.
4. Any BENEFIT payable for COVERED EVENTS 1–26 will be reduced by any BENEFIT paid or payable for loss of income BENEFITS under COVERED EVENTS 47, and 48 in respect of the same BODILY INJURY.
5. No loss of income BENEFITS will be payable for COVERED EVENTS 47, 48, 49, or 50 for greater than one hundred and fifty six (156) weeks in total in respect of any one BODILY INJURY or SICKNESS, unless otherwise stated on the SCHEDULE.
6. No BENEFITS are payable to a COVERED PERSON for COVERED EVENTS, 47, 48, 49, or 50 unless, as soon as possible after the BODILY INJURY or manifestation of SICKNESS, the COVERED PERSON seeks and follows medical advice as prescribed by a DOCTOR.
7. No BENEFITS are payable for more than one (1) of the COVERED EVENTS, 47, 48, 49, and 50 that occur for or during the same time period. In that event, the highest BENEFIT applicable will be payable.
8. BENEFITS will not be payable for more than one of the COVERED EVENTS described in Section 1 in respect of any one BODILY INJURY or SICKNESS for:
  - a) Table of BENEFITS 2 for COVERED EVENTS 27 to 31 inclusive; or
  - b) Table of BENEFITS 3 for COVERED EVENTS 32 to 35 inclusive; or
  - c) Table of BENEFITS 4 for COVERED EVENTS 36 to 44 inclusive.
9. WE will pay one-fifth (1/5th) of the loss of income BENEFITS under Section 1 – Part B for each day of disablement where disablement lasts for less than a week after expiry of the EXCESS PERIOD for COVERED EVENTS 48 and 50.
10. The loss of income BENEFITS payable for COVERED EVENTS 47, 48, 49, or 50 will be reduced by the amount of any other benefit in relation to the loss of income for the same period the COVERED 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. This means 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 COVERED PERSON is entitled. If the COVERED PERSON receives the above payments from other parties after the claim with US is finalised, the COVERED PERSON must repay to US the amount which the COVERED PERSON was paid from US in excess of what the COVERED PERSON was entitled under the POLICY.
11. If:
  - as a result of a BODILY INJURY or SICKNESS, there is a valid claim and BENEFITS become payable under Section 1 – Part B; and
  - during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, the COVERED PERSON suffers a recurrence of COVERED EVENTS 47, 48, 49 or 50 from the same BODILY INJURY or SICKNESS, the new period of disablement will be deemed to be a continuation of the prior period unless, between such periods, the COVERED PERSON has held full time work for at least six (6) consecutive months, in which case the new period of disablement will be deemed to have resulted from a new BODILY INJURY or SICKNESS and a new EXCESS PERIOD shall apply. The cover is subject to other terms and conditions, limitations and exclusions of

the POLICY. For example, the covered disablement must occur within 12 months of the original BODILY INJURY DATE or the date the SICKNESS first manifested itself.

12. All loss of income BENEFITS under Section 1 – Part B will be paid monthly in arrears, except where the twelve (12) weeks advance payment additional BENEFIT (see page 26) of this POLICY applies.
13. Unless a COVERED PERSON otherwise directs all BENEFITS shall be paid to the COVERED PERSON, or, in the case of the COVERED PERSON'S death, to the COVERED PERSON'S BENEFICIARY.

#### AGE LIMITATIONS APPLYING TO SECTION 1 – PARTS A & B

## SECTION 1 – Part A and Part B

1. In respect to each COVERED PERSON aged seventy five years to seventy nine years of age at the time of the ACCIDENT, BODILY INJURY or SICKNESS, the following maximum SUM INSURED apply:
  - a) COVERED EVENTS 1- 26 the maximum SUM INSURED shall be limited to \$500,000 or the SUM INSURED on the SCHEDULE whichever is the lesser; and
  - b) no BENEFITS are payable for COVERED EVENTS , 47, 48, 49 and 50;
2. In respect to each COVERED PERSON aged eighty years to eighty nine years of age at the time of the ACCIDENT, BODILY INJURY or SICKNESS, the following maximum SUM INSURED apply:
  - a) COVERED EVENTS 1–26 the maximum SUM INSURED shall be limited to \$250,000 or the SUM INSURED on the SCHEDULE whichever is the lesser; and
  - b) no BENEFITS are payable for COVERED EVENTS 47, 48, 49 and 50.
3. In respect to each COVERED PERSON aged ninety years of age or over at the time of the ACCIDENT, BODILY INJURY or SICKNESS, the following maximum SUM INSURED apply:
  - a) COVERED EVENTS 1–26 the maximum SUM INSURED shall be limited to \$25,000 or the SUM INSURED on the SCHEDULE whichever is the lesser; and
  - b) No BENEFITS are payable for COVERED EVENTS 47, 48, 49 AND 50;
4. In respect to each COVERED PERSON aged eighteen years of age or under at the time of the BODILY INJURY the following maximum SUM INSURED apply:
  - a) COVERED EVENTS 1–26 the maximum SUM INSURED shall be limited to \$50,000 or the SUM INSURED on the SCHEDULE whichever is the lesser.

## SECTION 2 – MEDICAL AND ADDITIONAL EXPENSES

Subject to terms and conditions (including limits and exclusions) of the POLICY, if whilst on a JOURNEY a COVERED PERSON suffers a BODILY INJURY or SICKNESS requiring medical treatment, WE will pay all reasonable and actual MEDICAL AND ADDITIONAL EXPENSES incurred outside the COVERED PERSON'S COUNTRY OF RESIDENCE provided that a SUM INSURED appears against Section 2 on the SCHEDULE.

WE will also pay the expenses incurred for any medical evacuation or repatriation of the COVERED PERSON to another location to receive specialist care or treatment unavailable at their location, providing that the evacuation or repatriation is deemed to be medically necessary by the COVERED PERSON'S treating DOCTOR and is agreed by Arch Assist or any such provider of assistance services engaged as the service provider to the POLICY.

**ADDITIONAL DEFINITIONS APPLYING TO SECTION 2****MEDICAL AND ADDITIONAL EXPENSES** means:

- all reasonable and actual costs necessarily incurred outside the COVERED PERSON'S COUNTRY OF RESIDENCE for hospital, surgical, diagnostic or other treatment provided or prescribed by a DOCTOR and includes any additional expenses or forfeited travel, hotel or out of pocket expenses reasonably incurred as result of the BODILY INJURY or SICKNESS; and
- reasonable expenses incurred by any person deemed by the treating DOCTOR to be required to escort or stay with the COVERED PERSON as a result of their BODILY INJURY or SICKNESS;
- reasonable actual expenses incurred as a result of death of the COVERED PERSON for FUNERAL EXPENSES outside the COUNTRY OF RESIDENCE of the COVERED PERSON or for costs incurred (excluding FUNERAL EXPENSES) in the transportation of the deceased back to their COUNTRY OF RESIDENCE (up to a maximum of \$50,000); If the same expenses are covered under Section 1 – COVERED EVENT 1 then the higher benefit is payable:
- actual expenses incurred for the repair, replacement or adjustment to any prosthesis or dentures damaged as a result of BODILY INJURY to the a COVERED PERSON (up to a maximum benefit of \$2,000);
- \$200 per day for each day the COVERED PERSON is confined to bed in a hospital for a maximum period of 60 days unless otherwise stated in the SCHEDULE; and
- any ongoing accommodation and reasonable expenses incurred as a result of detainment or confinement which are not recoverable, or to the extent that they are not recoverable, from another source, as a result of quarantine by the local authorities as a result of suspected contagious infection or SICKNESS or resulting travel ban substantiated by Arch or any such provider of assistance services engaged as the service provider to the POLICY, for a maximum period of six months.

Where WE are permitted to do so by law, WE will also pay ongoing medical expenses (for a maximum period of twenty four (24) months from the date of BODILY INJURY or SICKNESS) incurred after the COVERED PERSON'S return to their COUNTRY OF RESIDENCE provided they are directly attributable to the BODILY INJURY or SICKNESS which first occurred or manifested itself on the JOURNEY and for which a BENEFIT was paid outside of the COUNTRY OF RESIDENCE under this SECTION 2. If a COVERED PERSON returns to a COUNTRY OF RESIDENCE other than Australia, WE will pay ongoing medical expenses to a maximum benefit amount of \$50,000. Any ongoing medical expenses must first be claimed against any applicable personal health insurance policy and /or government or state sponsored fund, plan or medical benefit scheme.

**Conditions Applying to SECTION 2**

These conditions apply to Section 2 in addition to other applicable conditions such as GENERAL CONDITIONS APPLICABLE TO THE POLICY section.

- a) WE will also not pay any BENEFIT or provide cover if the provision of payment, BENEFIT or cover would result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not);
- b) International Bank transaction fees are covered up to a maximum of \$50 per claim.

**Exclusions Applying to SECTION 2**

These exclusions apply to Section 2, Part A in addition to any other exclusions applicable, such as the GENERAL EXCLUSIONS APPLYING TO THIS POLICY section.

WE shall not pay any expenses which:

1. are incurred for any medication or ongoing treatment for a condition which commenced prior to the beginning of a JOURNEY, or for which it was known to the COVERED PERSON that they would require ongoing treatment, medication or ongoing medical consultations during the JOURNEY;



2. are incurred by the COVERED PERSON who commences a JOURNEY when:
  - a) travelling against the advice of a DOCTOR; or
  - b) the COVERED PERSON is unfit to travel; or the purpose of the JOURNEY to seek treatment for a PRE-EXISTING CONDITION,
3. are incurred after not following the advice of Arch Assist or any assistance company providing assistance services to the POLICY
4. are recoverable by any other source to the extent that they are recoverable;
5. are incurred after the period of twenty four (24) months from the BODILY INJURY DATE or the date the SICKNESS first manifested itself; or
6. result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not);
7. are incurred for any routine medical, optical or dental treatment or consultation. Dental treatment is for emergency only and must be certified as necessary by a DOCTOR or dentist.

## SECTION 3 – CANCELLATION, LOSS OF DEPOSITS and MISSED TRANSPORT CONNECTION

Subject to terms and conditions (including limits and exclusions) of the Policy, WE will provide the following BENEFITS.

### CANCELLATION AND CURTAILMENT

If whilst on JOURNEY a COVERED PERSON necessarily incurs additional or forfeited TRAVEL EXPENSES as a result of:

1. the unexpected death, BODILY INJURY or SICKNESS of the COVERED PERSON, a member of the COVERED PERSON'S travelling party, or a SERIOUS BODILY INJURY OR SICKNESS of a RELATIVE or business partner of the COVERED PERSON; or
2. any other unforeseeable circumstances (not otherwise excluded by the POLICY) outside the control and knowledge of the COVERED PERSON which would reasonably require the COVERED PERSON to cancel or curtail their JOURNEY,

WE will pay up to the SUM INSURED stated in the SCHEDULE for these costs that are not recoverable from any other source to the extent that they are not recoverable. Providing that the unforeseeable event or unexpected death, BODILY INJURY or SICKNESS, SERIOUS BODILY INJURY OR SICKNESS or any other unforeseeable circumstances occurred after the COVERED PERSON'S EFFECTIVE DATE OF COVER under the POLICY and whilst on a JOURNEY.

### LOSS OF DEPOSITS

If during the OPERATIVE PERIOD OF COVER and prior to a JOURNEY commencing, the COVERED PERSON necessarily incurs additional or forfeited TRAVEL EXPENSES as a result of:

1. the unexpected death, BODILY INJURY or SICKNESS of the COVERED PERSON, a member of the COVERED PERSON'S travelling party, or a SERIOUS BODILY INJURY OR SICKNESS of a RELATIVE or business partner of the COVERED PERSON; or
2. any other unforeseeable circumstances (not otherwise excluded by the POLICY) outside the control and knowledge of the COVERED PERSON which would reasonably require the COVERED PERSON to cancel or postpone their JOURNEY,

WE will pay up to the SUM INSURED stated in the SCHEDULE for these costs that are not recoverable from any other source to the extent that they are not recoverable. Providing that the unforeseeable event or

unexpected death, BODILY INJURY or SICKNESS, SERIOUS BODILY INJURY OR SICKNESS or any other unforeseeable circumstances occurred after the COVERED PERSON'S EFFECTIVE DATE OF COVER under the POLICY.

#### **REWARD POINTS**

If TRAVEL EXPENSES have been incurred using REWARD POINTS and these points are not recoverable, WE will pay the COVERED PERSON the retail price for those TRAVEL EXPENSES at the time of issuance, not exceeding the SUM INSURED as stated in the SCHEDULE or sub limited within the POLICY.

#### **MISSED TRANSPORT CONNECTION**

If whilst on a JOURNEY the COVERED PERSON misses a transport connection due to any unforeseen circumstances outside the control of the POLICY HOLDER or COVERED PERSON and is unable to arrive at an officially documented and scheduled meeting or conference which cannot be delayed because of their late arrival, WE will pay the reasonable extra expenses actually and necessarily incurred net of any recoverable costs to the extent that they are recoverable from any source, to enable the COVERED PERSON to use alternative scheduled public transport services to arrive at their scheduled meeting or conference on time up to the amount stated in the SCHEDULE.

#### **ADDITIONAL DEFINITIONS APPLYING TO SECTION 3**

**TRAVEL EXPENSES** means:

Any amount of pre-paid travel and accommodation costs, or costs the COVERED PERSON is liable to pay by way of contract, for the supply of transportation, accommodation, organised tour, conference facility and or catering packages which are unable to be used by the COVERED PERSON or POLICY HOLDER, and are not recoverable by any other source to the extent that they are not recoverable. TRAVEL EXPENSES also means any additional costs required to amend or alter any travel where any new or pre-paid costs or cost liable to pay by way of contract have been incurred by the COVERED PERSON or POLICY HOLDER.

REWARD POINTS means frequent flyer or similar air travel reward points.

#### **Exclusions under SECTION 3**

These exclusions apply in addition to any other exclusions applicable, such as GENERAL EXCLUSIONS APPLYING TO THIS POLICY.

WE shall not pay any expenses which are attributable to:

1. carrier caused delays where the cost of the expenses are recoverable from the carrier;
2. any change of plans or disinclination to travel on the part of the COVERED PERSON or of any other person;
3. the inability of any tour operator or wholesaler to complete arrangements for any JOURNEY or tour due to a deficiency of persons to make up required numbers to commence the JOURNEY or tour;
4. the financial default of any party to whom the COVERED PERSON or POLICY HOLDER has paid an amount or is liable to pay an amount by contract for any expenses and TRAVEL EXPENSES;
5. any business, financial, or contractual obligations of the POLICY HOLDER or the COVERED PERSON, or any other person, sports team or club or association;
6. cancellation, curtailment or diversions of scheduled services, including by way of industrial action, if there had been warning prior to the date the JOURNEY was booked that such events were foreseeable to occur;



## SECTION 4 – BAGGAGE AND PERSONAL BELONGINGS & MONEY

Subject to terms and conditions (including limits and exclusions) of the POLICY, WE will provide following BENEFITS under this Section.

### LOSS OR DAMAGE

If whilst on a JOURNEY the COVERED PERSON suffers a loss or damage to BAGGAGE AND PERSONAL BELONGINGS, or theft, loss or fraudulent use of MONEY, WE will pay up the maximum SUM INSURED as stated in the SCHEDULE or sub limited amount as stated in the POLICY.

### DELAYED BAGGAGE AND PERSONAL BELONGINGS

If whilst on a JOURNEY the COVERED PERSON'S BAGGAGE AND PERSONAL BELONGINGS are delayed, misdirected or temporarily mislaid through no fault of their own for a period of longer than eight (8) consecutive hours WE will reimburse any actual and reasonable expenses incurred by the COVERED PERSON for essential replacement clothing, and toiletries up to a maximum SUM INSURED of \$3,000 unless otherwise stated in the SCHEDULE.

### IDENTITY THEFT AS A RESULT OF STOLEN OR LOST PERSONAL DOCUMENTS

If whilst on a JOURNEY a COVERED PERSON discovers they have been the victim of IDENTITY THEFT, WE will pay the COVERED PERSON a maximum BENEFIT of \$20,000 for reasonable and actual expenses incurred in resolving the IDENTITY THEFT or reversing any punitive measures or pecuniary damages that the COVERED PERSON may have incurred or experienced as a direct result of the IDENTITY THEFT.

### ADDITIONAL DEFINITIONS APPLYING TO SECTION 4

#### **BAGGAGE AND PERSONAL BELONGINGS** means:

Baggage and other personal items (excluding household furniture or anything that would ordinarily be covered under a marine transit policy) that accompany the COVERED PERSON on their JOURNEY. This includes but is not limited to tickets, suitcases, clothing, toiletries, PERSONAL ELECTRICAL ITEMS, travel documents and the like. The maximum SUM INSURED for any ONE ITEM is limited to 50% of the total SUM INSURED stated in the SCHEDULE unless otherwise stated in the SCHEDULE.

One item means any one item (including its attached or unattached accessories) or set or pair of items such as earrings, cufflinks, golf clubs, and camera equipment.

**PERSONAL ELECTRICAL ITEMS** means any item that uses electrical power in any part of its function or their accessories whether attached or not. This includes, but is not limited to, lap tops, mobile phones, tablet computers, cameras and their attachable lenses. For the purposes of this definition it does not include electric toothbrushes or electric shavers or personal grooming devices that would normally be part of checked in baggage.

**MONEY** means money, traveller's cheques, credit cards and other forms of personal means commonly accepted to provide payment for goods and services, or exchange at registered business premises for such services or goods or redeem for money orders.

### CONDITIONS UNDER SECTION 4

These conditions apply to Section 4 in addition to other applicable conditions such as GENERAL CONDITIONS APPLICABLE TO THE POLICY section.

1. The COVERED PERSON must make every precaution to ensure the safety and supervision of BAGGAGE AND PERSONAL BELONGINGS and MONEY.
2. Any BENEFIT payable for loss or damage to BAGGAGE AND PERSONAL BELONGINGS will be reduced by any benefit already paid for delayed BAGGAGE AND PERSONAL BELONGINGS.

3. In the event that any BENEFIT is paid for loss or damage to any property WE have the right to request and keep the said items in the event of replacement and deal with said property any way WE see fit.
4. In respect of property 15 years old or more WE have the right to replace with like for like property or have the property in question repaired, but not with property better or more expensive than that which was damaged or lost, or stolen.
5. Where the lost property also has a subscription to a service provider, WE will only pay the cost of the actual device or property and not the cost of the service, service cancellation or reconnection costs or any associated costs.

#### **EXCLUSIONS UNDER SECTION 4**

These exclusions apply in addition to any other exclusions applicable, such as GENERAL EXCLUSIONS APPLYING TO THIS POLICY.

WE shall not pay any benefit for any loss or damage or expense in respect of:

1. a theft not reported to the police or the transport carrier so that a written report is not available at the time of the claim;
2. a confiscation where such confiscation is by customs or another lawful authority where the POLICY HOLDER or COVERED PERSON'S use and or possession of such items is unlawful;
3. any item that is shipped under a freight agreement or sent by postal or courier services;
4. vehicles and/or their keys or portable GPS devices;
5. goods intended for sale or trade;
6. any loss to software or electronic data caused by:
  - a) mechanical or electrical failure;
  - b) the financial collapse and loss of subsequent application support of the software provider;
  - c) any process of cleaning, restoring, repairing or alteration;
  - d) any data breach by a third party;
  - e) activity of moth, vermin , rodents, wear and tear , atmospheric or climatic conditions or gradual deterioration;
  - f) any scratching or breaking of brittle or fragile items due to negligence of the POLICY HOLDER or COVERED PERSON,
7. any PERSONAL ELECTRICAL ITEM:
  - a) left unattended or out of the COVERED PERSON'S view, unless locked securely in a building, safe, or securely locked out of sight in a motor vehicle, unless the COVERED PERSON, due to an emergency, has no option but to leave their PERSONAL ELECTRICAL ITEM unattended.
  - b) whilst on any conveyance unless carried on board as cabin baggage and within close proximity to the COVERED PERSON, unless the COVERED PERSON has, without prior warning, been advised that they must place such belongings in the hold at the time of check in or at the gate at time of boarding for the carrier.
8. any MONEY loss:
  - a) arising out of devaluation of currency or shortages due to errors in monetary transactions; or
  - b) of cheques, bank notes, travellers cheques, postal and money orders and the like unless as soon as reasonably practical the loss is reported to the relevant issuer after the loss or theft of such MONEY,
9. any IDENTITY THEFT loss:
  - a) where the COVERED PERSON has not reported the incidence of IDENTITY THEFT to the police or relevant authority for formal lodgement and acknowledgement and cannot provide a copy of the police or official report;
  - b) which occurs outside the INSURANCE PERIOD or outside the OPERATIVE PERIOD OF COVER;
  - c) for costs or expenses in connection with the claim not agreed by US;
  - d) for authorised transactions or purchases by the COVERED PERSON that are disputed for any reason;
  - e) for any item purchased by fraudulent use of the COVERED PERSON'S identity; or

- f) for any liability based on the actions or purchases or leases or hiring by the fraudulent use of the COVERED PERSON'S identity, where civil or criminal action has or is being taken against the COVERED PERSON.

## SECTION 5 – ALTERNATIVE EMPLOYEE or RETURN TO ASSIGNMENT

Subject to terms and conditions (including limits and exclusions) of the POLICY, if whilst on a JOURNEY, a COVERED PERSON is:

- unable to continue their JOURNEY due to the COVERED PERSON'S ACCIDENTAL DEATH; or
- unable to continue their JOURNEY and returns to their COUNTRY OF RESIDENCE due to the COVERED PERSON'S BODILY INJURY or SICKNESS: and
- such ACCIDENTAL DEATH, BODILY INJURY or SICKNESS:
- is a coverable claim under the POLICY; and
- results in the COVERED PERSON unable to complete their assignment or leaves unfinished business; and
- requires a new JOURNEY to complete their assignment or unfinished business; and
- for which there is no existing budget allocated ( for example routine regular scheduled travel)

WE will pay for:

- return flights and reasonable travel expenses for an alternative EMPLOYEE to complete the work originally to be undertaken on the JOURNEY; or
- the COVERED PERSON to recommence a JOURNEY to complete the trip for business purposes left unfinished due to the original JOURNEY curtailment.

### CONDITIONS APPLYING TO SECTION 5

These conditions apply to Section 5 in addition to any other applicable conditions such as GENERAL CONDITIONS APPLICABLE TO THE POLICY.

1. WE will pay a maximum BENEFIT for return flights for an alternative EMPLOYEE or for resumption of the trip by the COVERED PERSON to the equivalent fare class of the original JOURNEY, but no more than a business class fare.

### EXCLUSIONS APPLYING TO SECTION 5

These exclusions apply in addition to any other exclusions applicable, such as the GENERAL EXCLUSIONS APPLYING TO THIS POLICY section.

WE shall not pay expenses:

1. where the COVERED PERSON travels against medical advice or knowing travels when not fit to fly;
2. which the POLICY HOLDER or COVERED PERSON has already paid or budgeted for before the curtailment of the original JOURNEY.

## SECTION 6 – KIDNAP, HIJACK or DETENTION

Subject to terms and conditions (including limits and exclusions) of the POLICY, if a COVERED PERSON is KIDNAPPED, HIJACKED, DETAINED, or is a victim of an EXTORTION threat during the OPERATIVE PERIOD OF COVER WE will reimburse the POLICY HOLDER for the POLICY HOLDER'S ACTUAL COSTS incurred not exceeding the amount stated in the SCHEDULE for this benefit for any one KIDNAP, DETAINMENT, HIJACK, or EXTORTION threat in any one INSURANCE PERIOD.

**ADDITIONAL DEFINITIONS APPLYING TO SECTION 6**

**ACTUAL COSTS** means:

- reasonable and necessary fees and expenses incurred as a result of engaging any third party specialist provider authorised by US or OUR assistance partner as a result of any KIDNAP, HIJACK or DETAINMENT or EXTORTION; and
- any other direct expenses which are necessary and reasonable for the purpose of investigating, negotiating or paying a ransom or release fee to effect the recovery of the COVERED PERSON but not including any fees, costs or damages incurred as a result of any legal proceedings against the POLICY HOLDER or another COVER PERSON arising out of the KIDNAP, HIJACK, DETAINMENT or EXTORTION.

**DETAINMENT** means the holding of a COVERED PERSON against their will and under duress by any party without legal justification and can include governments, political factions and militias.

**EXTORTION** means threat of physical harm including KIDNAP, DETAINMENT or HIJACK for a demand of ransom.

**HIJACK** means DETAINMENT and KIDNAP by force by any party which occurs to a conveyance altering the original travel plan and the COVERED PERSON is held under duress.

**KIDNAP** means the abduction and removal of the COVERED PERSON against their will for the purposes of false imprisonment without legal authority and for the purposes of financial or political gain

**CONDITIONS APPLYING TO SECTION 6**

These conditions apply to Section 6 in addition to any other applicable conditions such as the GENERAL CONDITIONS APPLICABLE TO THE POLICY section.

1. The POLICY HOLDER must not advertise, display or otherwise promote that the POLICY HOLDER has the cover provided under the POLICY.
2. In the event of a KIDNAP, DETAINMENT, HIJACK or EXTORTION attempt the POLICY HOLDER must take all reasonable steps to notify US immediately and determine positively that the COVERED PERSON has in fact fallen victim to KIDNAP, DETAINMENT or HIJACK or has received an EXTORTION threat.
3. No BENEFIT shall be payable by US unless ransom monies have been paid first by the POLICY HOLDER.
4. Any monies paid by the POLICY HOLDER must have their serial numbers recorded.
5. The POLICY HOLDER must make all reasonable steps to notify and law enforcement agency of any KIDNAP, DETAINMENT, HIJACK or EXTORTION, and the POLICY HOLDER must comply with any recommendations for such agency and the assistance provider attached this POLICY.

**EXCLUSIONS APPLYING TO SECTION 6**

These exclusions apply in addition to any other exclusions applicable, such as the GENERAL EXCLUSIONS APPLYING TO THIS POLICY section.

WE will not pay any BENEFIT for any reimbursement of monies where:

1. the POLICY HOLDER or COVERED PERSON has had this type of insurance declined or cancelled in the past, or had this type of insurance cover issued with special conditions; or
2. a KIDNAPPING, or attempted KIDNAPPING or EXTORTION attempt has occurred in the past;
3. any monies with respect to a KIDNAPPING occurring in Mexico, Central America, Columbia or Venezuela; or
4. the monies exceed the SUM INSURED as stated in the SCHEDULE, and or for a series of events in any one INSURANCE PERIOD against the heading "Aggregate Limit of Liability (SECTION 6)" showing on the SCHEDULE.

## SECTION 7 – RENTAL VEHICLE EXCESS

Subject to terms and conditions (including limits and exclusions) of the POLICY, if whilst on a JOURNEY a COVERED PERSON becomes liable under a contract between:

- the COVERED PERSON and a rental vehicle company; or
- the POLICY HOLDER and a rental vehicle company,

to pay a rental vehicle excess payment due to damage of a rental vehicle that has been hired from the rental vehicle company, WE will reimburse the COVERED PERSON or the POLICY HOLDER up to a maximum SUM INSURED as stated in the SCHEDULE.

### RETURN OF RENTAL VEHICLE

Subject to terms and conditions (including limits and exclusions) of the POLICY if whilst on a JOURNEY, a COVERED PERSON becomes liable under a contract between:

- the COVERED PERSON and a rental vehicle company; or
- the POLICY HOLDER and a rental vehicle company,

for charges associated with a return of rental vehicle as a result of a covered accident under the terms of the rental vehicle arrangement, WE will pay an additional BENEFIT of \$500 to the POLICY HOLDER or COVERED PERSON.

### GENERAL CONDITIONS APPLYING TO SECTION 7

These conditions apply to Section 7 in addition to other applicable conditions such as GENERAL CONDITIONS APPLICABLE TO THE POLICY section.

1. A rental agreement must have been signed between the POLICY HOLDER OR COVERED PERSON and the rental vehicle company.
2. The rental company must be an entity whose business is to rent rental vehicles.
3. Any compulsory or discretionary insurance under the rental agreement must be purchased by the COVERED PERSON or POLICY HOLDER with the exception of the excess buyout (for which this SECTION 7 provides cover).
4. The excess required by the rental vehicle company must be verified as having been paid to the rental vehicle company.

### EXCLUSION APPLYING TO SECTION 7

These exclusions apply in addition to any other exclusions applicable, such as the GENERAL EXCLUSIONS APPLYING TO THIS POLICY section.

WE will not reimburse any monies for:

1. commercial vehicles, fleet vehicles or camper vans or vehicles over 20 years of age unless otherwise agreed to in writing by US; or
2. any loss caused by excluded operation under the rental agreement or illegal operation of the rental vehicle under local laws.

## SECTION 8 – PERSONAL LIABILITY

Subject to terms and conditions (including limits and exclusions) of the POLICY, if whilst on a JOURNEY a COVERED PERSON becomes legally liable for any expenses incurred as a result of legal defence fees or damages awarded against the COVERED PERSON due to the death, bodily injury or sickness of another person, or arising out of damage to property of another person, WE will pay actual and necessary costs incurred to the maximum SUM INSURED as stated on the SCHEDULE.

For the purposes of this BENEFIT all occurrences or series of occurrences arising out of one original cause or event shall be deemed to be one single loss/event.

### EXCLUSIONS APPLYING TO SECTION 8

These exclusions apply in addition to any other exclusions applicable, such as the GENERAL EXCLUSIONS APPLYING TO THIS POLICY section.

WE will not pay any expenses which result from:

1. any death, bodily injury, sickness or damage to property owned by or in the control of:
  - a) the POLICY HOLDER, COVERED PERSON or the COVERED PERSON'S RELATIVE; or
  - b) any EMPLOYEE of the POLICY HOLDER where the loss is attributable to their employment with the POLICY HOLDER or COVERED PERSON;
2. trade or professional activities of the COVERED PERSON or POLICY HOLDER;
3. the ownership, possession or use of mechanically propelled vehicles, aircraft, aerial devices, watercraft of any kind, skis, snowboards, but excluding golf buggies, and wheelchairs;
4. the ownership, possession or use of firearms;
5. exemplary, punitive or aggravated damages;
6. molestation or any criminal act.

## SECTION 9 – POLITICAL, NATURAL DISASTER, and SECURITY EVACUATION

Subject to terms and conditions (including limits and exclusions) of the POLICY, if whilst on a JOURNEY outside their COUNTRY OF RESIDENCE;

- a) a COVERED PERSON'S safety is threatened and it is unsafe for the COVERED PERSON to remain in the country or region, due to:
  - i) insurrection, WAR, rebellion, CIVIL WAR or political instability; or
  - ii) a major natural disaster, or
  - iii) there is an eminent real threat to human life posed by an individual or state, or regime as confirmed by the Security Assistance provider.
- b) the Australian Government through the Department of Foreign Affairs and Trade (DFAT) issues a Travel Warning recommending that certain categories or persons (which include the COVERED PERSON) should leave that country; or
- c) it is advised or requested by officials of that country for the COVERED PERSON to leave a foreign country; or
- d) the COVERED PERSON is expelled or declared persona non grata from that country; or
- e) there is wholesale seizure, confiscation or expropriation of the COVERED PERSONS property, plant, or equipment in that country,

WE will pay:

- a) the cost of an economy class airfare for the COVERED PERSON'S return to his or her COUNTRY OF RESIDENCE or the nearest place of safety; and
- b) the COVERED PERSON'S reasonable accommodation costs up to a maximum of \$250 per day for a period not exceeding 14 days, if the COVERED PERSON is unable to return to his or her COUNTRY OF RESIDENCE.
- c) for and provide arrangements necessary for security evacuation up to the maximum SUM INSURED stated in the SCHEDULE, after the decision to evacuate is made.

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

These conditions apply to Section 9 in addition to other applicable conditions such as GENERAL CONDITIONS APPLICABLE TO THE POLICY section.

1. The situation must be unforeseen and outside the control of the COVERED PERSON and the expenses must be authorised by Arch or the assistance provider attached to the POLICY for the provision of assistance services.
2. The maximum amount WE will pay for all claims made understated in the SCHEDULE against Section 9.

#### **Arrangement of Security Evacuation Assistance**

The Services provided under this section for Security Assistance shall be provided solely to Travellers and Expatriates and shall not be provided to the nationals in their own country.

In the event of an Emergency Security Situation, OUR Security Assistance Provider will use reasonable commercial effort to arrange for the evacuation of Members to the nearest safe and acceptable location.

Evacuation decisions will be made by OUR Security Assistance Provider, in consultation with interested governments, security analysts, the Client and/or Authorised Person. OUR Security Assistance Provider will use all reasonable commercial efforts to use transport provided by scheduled airlines. However, OUR Security Assistance Provider may, in its sole discretion, utilise other available resources to accomplish the evacuation including private aircraft, ground and/ or sea transportation, in which event the point of departure may vary.

In the event that evacuation becomes impractical due to hostile or dangerous conditions, OUR Security Assistance Provider will use resources at its disposal to maintain contact with Members until evacuation becomes practical or Emergency Security Situation has ended.

The commencement and duration of such arrangement will be determined by US in consultation with the POLICY HOLDER, based on the nature of the emergency and other circumstances.

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

These exclusions apply to Section 9 in addition to the GENERAL EXCLUSIONS APPLYING TO THIS POLICY.

WE will not pay any BENEFITS:

1. other than emergency expenses for conveyance or accommodation;
2. if the POLICY HOLDER or the COVERED PERSON violates the laws or regulations of the country from which he or she is to be evacuated;
3. if the POLICY HOLDER or the COVERED PERSON fails to maintain immigration, work, residence or similar visas, permits or other similar authorisations;
4. due to debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
5. if the POLICY HOLDER or the COVERED PERSON breaches any contractual obligations or bond to or fail to comply with any conditions in a licence, permit, visa or any similar authorisation;



6. the COVERED PERSON being evacuated from their COUNTRY OF RESIDENCE; or
7. if the events that necessitated the COVERED PERSON'S evacuation were in existence or had already occurred before the COVERED PERSON entered the country.
8. If the COVERED PERSON does not follow the advice or recommendations of OUR Assistance Provider.

## SECTION 10 – EXTRA TERRITORIAL WORKERS COMPENSATION BENEFITS

Subject to terms and conditions (including limits and exclusions) of the POLICY, if during the INSURANCE PERIOD and whilst on a JOURNEY which is authorised business for the POLICY HOLDER, a COVERED PERSON suffers or is involved in an event which results in the POLICY HOLDER being liable for:

- a) any compensation benefits payable under applicable Workers' Compensation legislation which provides for payment of compensation to injured workers or their dependents 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 the COVERED PERSON as a result of an ACCIDENT or occurrence happening during the INSURANCE PERIOD;

WE will indemnify the POLICY HOLDER for that liability provided that:

- a) there is an amount stated for this BENEFIT in the SCHEDULE;
- b) the COVERED PERSON is the POLICY HOLDER'S EMPLOYEE or is deemed by any applicable Workers' Compensation legislation to be a worker employed by the POLICY HOLDER, and who is employed or engaged within Australia whose employment or engagement is to be performed substantially within Australia;
- c) the POLICY HOLDER has a valid and current Workers' Compensation insurance policy covering the COVERED PERSON as the POLICY HOLDER'S EMPLOYEE as required by the law of any Australian State or Territory; and
- d) the COVERED 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 10

These conditions apply to Section 10 in addition to other applicable conditions such as GENERAL CONDITIONS APPLICABLE TO THE POLICY section.

1. The POLICY HOLDER must make available to US all required information and documentation in respect to a claim for any COVERED PERSON, including medical reports, claim forms and any other documentation, which comes into the POLICY HOLDER'S possession that WE request, including that of the POLICY HOLDER'S Workers' Compensation insurer or other insurers as WE may reasonably require.
2. The maximum amount WE shall pay in respect of all claims arising during the INSURANCE PERIOD shall not exceed the SUM INSURED as stated against section 10 in the SCHEDULE.
3. In the case of a claim for compensation benefits the amount payable will be reduced by the amount the POLICY HOLDER or COVERED PERSON is entitled to receive under any Workers' Compensation insurance policy or any statutory workers' compensation scheme (or which they would have been entitled to receive, had such policy been properly effected).
4. In the case of a claim for common law damages, the amount payable to the POLICY HOLDER will be reduced by the amount the POLICY HOLDER or COVERED PERSON is entitled to receive under any Workers' Compensation insurance policy or any other liability policy providing indemnity in respect



of such claim (or which they would have been entitled to receive, had such policy been properly effected).

- The maximum SUM INSURED as stated in the SCHEDULE against section 10 shall apply as follows:
- “Weekly Benefit – SUM INSURED” is the limit of weekly compensation for each COVERED PERSON;
- SUM INSURED is the total limit of liability in respect of all compensation damages, costs and expenses arising out of any one claim; and
- “Aggregate Limit of Liability (Section 10)” is the aggregate for all compensation, damages, costs and expenses arising out of any one INSURANCE PERIOD for all COVERED PERSONS.

#### **EXCLUSIONS APPLYING TO SECTION 10**

These exclusions apply to Section 10 in addition to the GENERAL EXCLUSIONS APPLYING TO THIS POLICY

There is no BENEFIT payable under Section 10 with respect to exemplary, punitive or aggravated damages.

## **SECTION 11 – ADDITIONAL BENEFITS UNDER THE POLICY**

The following BENEFITS are subject to terms and conditions (including limits and exclusions) of the POLICY.

#### **Death as a Result of a SPECIFIED SICKNESS**

If whilst on a JOURNEY and within the first 31 days of travel a COVERED PERSON dies as a result of a SPECIFIED SICKNESS which is not a PRE-EXISTING CONDITION WE will pay a maximum SUM INSURED of \$50,000.

WE will not pay any BENEFIT for a SPECIFIED SICKNESS:

- a) for any COVERED PERSON aged 75 or over; or
- b) Which occurs 12 months after the inception or renewal date of the POLICY.

#### **Trauma BENEFIT**

If whilst on a JOURNEY a COVERED PERSON suffers physiological trauma as the result of being a victim of a violent crime or witnesses a violent crime such as a sexual assault, rape, murder, violent robbery or act of terrorism WE will reimburse the POLICY HOLDER or the COVERED PERSON for the cost of counselling provided by a registered psychologist or psychiatrist (who is not a COVERED PERSON or a RELATIVE of a COVERED PERSON) to a maximum \$5,000.

#### **OVERBOOKED FLIGHT**

If whilst on a JOURNEY a COVERED PERSON is offloaded or advised that their pre booked and confirmed air travel has been overbooked and they cannot board and no alternate transport is made available to them within 8 hours of the scheduled departure time WE will reimburse the POLICYHOLDER or COVERED PERSONS to a maximum SUM INSURED of \$5,000 providing that no alternative arrangements or compensation is made available from the air carrier or any other source.

#### **Home Burglary Excess**

If whilst on a JOURNEY a COVERED PERSON’S usual place of residence is burgled WE will reimburse the COVERED PERSON up to a maximum SUM INSURED of \$1,000 for the amount they are liable to pay as an excess under their existing home and contents policy for that residence.

## GENERAL CONDITIONS APPLICABLE TO THE POLICY

### FRAUD

Any fraud, mis-statement or concealment by the POLICY HOLDER or a COVERED PERSON in relation to any matter affecting this insurance or in connection with the making of any claim under it will give US the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the POLICY.

### CLAIM PROCEDURE

1. As soon as the POLICY HOLDER or a COVERED PERSON becomes aware of anything happening which may result in a claim under this Policy the POLICY HOLDER and/or a COVERED PERSON must notify US as soon as possible, explaining about the potential claim.
2. Please contact US for claims via OUR Claims Management Partner as advised by US or the POLICY HOLDER'S intermediary.
3. As soon as is reasonably practicable after the ACCIDENT, BODILY INJURY, or SICKNESS (or any further time which WE may allow in writing) deliver to US a written claim containing as detailed an account as is reasonably practicable of the circumstances the ACCIDENT, BODILY INJURY, or SICKNESS. If WE ask to provide US with a Statutory Declaration, the POLICY HOLDER and/or the COVERED PERSON must provide it.
4. A medical certification will be required by the COVERED PERSON'S DOCTOR in the format WE provide to them so the claim can be assessed. The COVERED PERSON must meet the cost of this medical certification.
5. WE may also require the COVERED PERSON to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, WE will meet those costs.
6. COOPERATION and OTHER INFORMATION  
At all times give US all the information and assistance WE may reasonably require and provide such evidence to support the COVERED PERSON'S entitlement to a BENEFIT WE may reasonably ask. This evidence may include, but is not limited to the following:
  - written authorities allowing US to access medical, financial or other relevant information, which may include personal and sensitive information; and
  - evidence of the COVERED PERSON'S income, earnings or periodic payments the COVERED PERSON received from other sources. WE may require verification of this information by way of a financial audit; and
  - details of any other insurance covering the same, or similar, condition for which the COVERED PERSON is making the claim.
7. DUTY OF UTMOST GOOD FAITH  
When making a claim the POLICY HOLDER and COVERED PERSONS are under a duty to act with utmost good faith. WE owe the same duty in assessing the claim. The POLICY HOLDER and COVERED PERSONS must therefore cooperate with US and comply with OUR reasonable requests in assessing the claim.
8. SUBROGATION  
WE have the right to recover from any person against whom the COVERED PERSON may be able to claim any money paid by US. The amount recovered will be applied first to reducing the amount by which the COVERED PERSON'S loss exceeds the payment made by US. Any balance remaining after the COVERED PERSON has been fully compensated for the COVERED PERSON'S loss, up to the amount WE have paid to the COVERED PERSON to settle the COVERED PERSON'S claim (including OUR legal fees for recovery), will be retained by US.

9. WE may take over and conduct, in the COVERED PERSON'S name, the defence or settlement of any claim and WE will conduct any proceedings in connection with the claim.
10. In relation to any claim under the POLICY, the POLICY HOLDER and/or the COVERED PERSON must not admit fault and must not offer or promise to pay any money or become involved in litigation without OUR approval.
11. CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS

WE will pay all claims in Australian dollars unless WE otherwise agree. WE will pay the POLICY HOLDER'S broker (or other authorised representative) unless WE are directed to pay someone else.

## **TAX IMPLICATIONS**

All amounts insured include/exclude GST.

Depending upon the 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 loss of income BENEFITS, for example under Section 1 – Part B in the POLICY, is subject to personal income tax and it is the COVERED PERSON'S responsibility to declare such BENEFIT when completing his or her usual tax return.

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

## **CANCELLATION RIGHTS**

### **By the POLICY HOLDER**

The POLICY may be cancelled by the POLICY HOLDER at any time at the POLICY HOLDER'S request by giving written notice to US, in which case WE will retain OUR short period rate for the time the POLICY has been in force (and reasonable administration fees and taxes and duties WE cannot recover) provided any COVERED PERSON has not exercised any right or power under the POLICY (e.g., made any claim). No refund is payable where a claim has been paid under the POLICY.

The cancellation will take effect from the later of the date of YOUR notice or at 4.01pm AEST on the date WE receive the POLICY HOLDER'S written cancellation.

### **By US**

WE may cancel the POLICY in any way permitted by law, including if the POLICY HOLDER or a COVERED PERSON (where relevant) has:

- failed to comply with its duty of disclosure;
- made a misrepresentation to US before the POLICY was entered into;
- failed to comply with a provision of the POLICY, including failure to pay an insurance contribution;
- made a fraudulent claim under the POLICY or any other policy; or
- failed to notify US of a specific act or omission as required by the POLICY.
- The cancellation will be effective from 4pm AEST on the date specified in that written notice.

If WE cancel the POLICY WE will do so by giving the POLICY HOLDER written notice. WE will deduct from any refund an amount to cover the shortened period for which insurance applied (plus reasonable administration fees and taxes and duties WE cannot recover), and refund the balance to the POLICY HOLDER. No refund is payable where a claim has been paid under the POLICY.

## **Instalment Premium Payments**

The premium may be payable by instalment if agreed to by US. If the POLICY HOLDER fails to make payment in the specified manner and the payment is 14 days overdue WE may refuse to pay any claim that first arises after the instalment became so overdue.

This condition applies as each and every insurance contribution becomes due and cannot be disregarded because WE may have previously accepted an instalment after 14 days. WE may cancel the POLICY upon giving notice to the POLICY HOLDER if an insurance contribution is not received within 1 month of being due.

**Alteration To Risk**

If the POLICY HOLDER becomes aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of the POLICY HOLDER'S business, or other circumstances) in a way that would increase the risk the POLICY HOLDER must notify US in writing. If WE agree to the change WE will do so in writing and the POLICY HOLDER must pay US any additional premium WE require.

**Governing Law and Jurisdiction**

The POLICY is governed by the laws of Australia. Any dispute relating to the POLICY shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the POLICY was issued.

## General Exclusions Applying To This Policy

BENEFITS are not payable under the POLICY for any claims in any way arising out of, consequent upon, caused or contributed by:

1. any intentional, deliberate, self-inflicted acts or acts caused by a COVERED PERSON, including suicide or attempted suicide, whether sane, insane or under any mental distress;
2. any criminal or illegal act committed by a COVERED PERSON;
3. a COVERED PERSON 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;
4. a COVERED PERSON being under the effects of, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
5. a COVERED PERSON piloting aircraft, unless otherwise agreed in writing by US;
6. childbirth or pregnancy or any complications of these post 26 weeks unless otherwise agreed in writing by US;
7. nuclear reaction, nuclear radiation or radioactive contamination;
8. a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
9. training for and/or participating in PROFESSIONAL SPORT of any kind;
10. COVERED PERSON directly or indirectly suffering from psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness, if the COVERED PERSON has been treated or sought advice for treatment from a registered DOCTOR practising as a psychiatrist or psychologist for any type of psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness prior to their EFFECTIVE DATE OF COVER

WE will also not pay any BENEFIT or provide cover if the provision of payment of a BENEFIT or cover would:

1. result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any other applicable legislation (whether in Australia or not); or
2. be in violation of or expose US to any penalty under any laws or regulations prohibitions, or restrictions including (but not limited to) under United Nations resolutions, trade or economic sanctions and laws or regulations of any applicable jurisdiction (whether in Australia or not).