

Lloyd's Certificate of Insurance



www.penunderwriting.com.au

*effected through
Pen Underwriting Pty Ltd
ABN 89 113 929 516 AFSL 290518
(hereinafter called the Coverholder)*

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Certificate carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating this insurance.

SCHEDULE

Agreement No: B6001JV010007A171

Class of Insurance: Business Travel

Policy Number: A4641 / 0173783

Insured: BMX Australia Ltd and / or subsidiary and/or related Corporations as defined under Australian Corporation law and / or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities

Insured Persons: **Category A**

Registered athletes as approved by BMX Australia Ltd or who have been selected to represent their country by BMX Australia Ltd. or who have been selected to represent their country by BMX Australia Ltd, or those athletes vying for selection into international competition or travelling with the approval of BMX Australia Ltd. The cover includes training and competitive cycling and any associated holiday travel.

Category B

Directors, Executives, Managers, Coaches, Authorised members and their accompanying spouses and/or partners and dependent children, whilst engaged on authorised business travel as declared. The cover includes training and competitive cycling and any associated holiday travel or overseas leisure travel.

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Period of Insurance: *From:* 30/11/2017 at 4:00 pm
 To: 30/11/2018 at 4:00 pm

Journey: Any Trip:

- (a) commencing from Your normal place of residence or place of business, whichever is the point of departure; and
- (b) ending at the point in time that You return to Your normal place of residence or place of business, whichever occurs first; and:
 - 1. which commences during the Period of Insurance;
 - 2. which does not exceed 180 days;
 - 3. where the destination exceeds 100 kilometres from Your normal place of residence or place of business, whichever is the point of departure, or where an overnight stay regardless of kilometres is undertaken;
 - 4. which takes place within the Geographical Limits stated in the Schedule;
 - 5. which for You, is authorised by the Insured, is for the purposes of the Insured's business, and includes any incidental private travel; and
 - 6. which for Your Directors and Executives travelling with or without their Spouse or Dependents, includes their private leisure travel.

**Geographical
Limits:** Anywhere in the World

Coverage **Section 1 – Emergency Assistance**
Telephone: +612 8907 5956
Email: assist@medicalassistance.com.au

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Section 2 – Personal Accident & Sickness

Benefits per Person

Part A Lump Sum Benefits Events 1- 18

Over 18 Years

Up to 18 Years

Category A

NIL Covered by Sports PA

NIL Covered by Sports PA

Category B

\$500,000

\$ 20,000

Whilst not participating

\$500,000 over 18 Years

\$20,000 under 18 Years

Part B Weekly Benefits Injury whilst participating

Whilst not participating

NIL Covered by Sports PA

85% of Salary to a max. of \$3,000

104 week benefit period

7 Day Waiting Period

85% of Salary to a max. of \$3,000

104 week benefit period

7 Day Waiting Period

Part C Lump Sum Benefits – Injury resulting in Fractured Bones (Not participating)

\$5,000

\$5,000

Part D Lump Sum Benefits – Injury resulting in Surgery (Not participating)

\$20,000

\$20,000

Part E Lump Sum Benefits – Injury resulting in Loss or Damage to Teeth (Non Participants)

\$250

\$250

Part F Weekly Benefits – Sickness

85% of Salary to a max. of \$3,000

104 week benefit period

7 Day Waiting Period

85% of Salary to a max. of \$3,000

104 week benefit period

7 Day Waiting Period

Part G Lump Sum Benefits – Sickness resulting in Surgery

\$20,000

\$20,000

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Extensions Section 2

Accidental Death Benefit (Spouse)	\$30,000
Accidental Death Benefit (Dependants)	\$7,500 per dependent and \$15,000 in the aggregate
Accidental Death Benefit Orphans	NIL
Chauffeur Benefit	\$1,500
Coma Benefit	NIL
Disappearance	Included
Domestic Help Benefit	\$500 per week to a maximum of 26 weeks
Exposure	Included
HIV Accidental Infection Benefit	\$25,000
Independent Financial Advice	\$5,000
Modification Benefit	\$5,000
Recruitment Costs	\$5,000
Rehabilitation Expenses	\$3,000
Search and Rescue Expenses	\$20,000
Spouse Retraining Benefit	\$10,000
Student Tutorial Benefit	\$500 per week to a maximum of 26 weeks
Tuition or Advice Benefit	\$1,000
Unexpired Membership Benefit	\$1,000
Weekly Benefit Early Payment	Included
Weekly Benefit Escalation	Included

Aggregate Limit of Liability \$5,000,000

Charter and Unscheduled Flights \$300,000

Section 3 – Medical and Ancillary Expenses Unlimited for up to 24 months

Emergency Medical Evacuation Unlimited

Emergency Dental Expenses \$5,000

Emergency Optical Expenses \$5,000

Section 4 – Travel Cancellation and Curtailment and Additional Expenses

Part A Loss of Deposits)	
Part B Cancellation Curtailment and Additional)	
Expenses)	\$2,000,000 per event on both

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Section 5 – Baggage, Business Property and Electronic Equipment	\$10,000
Single Article Limit	\$3,000
Valuable Limit	\$3,000
Glasses / Sunglasses	\$1,000
Business Item Max. any one item	\$3,000
Delayed Baggage	\$3,000
Money & Credit Cards	\$5,000
Locks & Keys	\$2,000
Electronic Equipment Excess	\$250
Section 6 - Alternative Employee and Resumption of Assignment Expenses	\$10,000
Section 7 – Missed Transport Connection	\$10,000
Section 8 – Rental Vehicle Excess Waiver	\$10,000
Uninsured Expenses not covered by hire care agreement	\$10,000
Section 9 - Political and Natural Disaster Evacuation	Included
Any one evacuation, including:	
Part A – Political Evacuation	\$100,000
Part B – Natural Disaster Evacuation	\$100,000
Section 9 Aggregate Liability	\$100,000
Section 10 – Kidnap, Ransom, Extortion and Detention	\$500,000
Section 11 – Personal Legal Liability	
Limit of Liability (any one claim and in the aggregate)	\$10,000,000
Section 12 - Extra Territorial Workers Compensation	\$1,000,000
Common Law	\$1,000,000
Weekly Benefit	\$1,000
Limit of Liability (any one person and in the agg)	\$2,000,000
Section 13 – Additional Cover	
Home Burglary Excess Benefit	\$2,000
Repatriation & Funeral Expenses Benefit	\$50,000

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Wording: Corporate Travel Insurance Product Disclosure Statement and Policy
Wording v1017

1. NIL

Premium:	Premium:	As Agreed
	GST:	As Agreed
	Stamp Duty:	As Agreed
	Pen Fee:	As Agreed
	Fee GST:	As Agreed
	Total:	As Agreed

Address for Claims: Fullerton Health Corporate Services
Level 10, 33 York Street
Sydney 2000
P: +61 2 8256 17770 (Mon – Fri)
E: claims@fullertonhealthcs.com.au

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

Important Notice: Emergency Travel Assistance services are available 24 hours a day, 365 days a year via

Pen Assist

Phone: +612 8907 5956
Including Reverse charge calls
Email: assist@medicalassistance.com.au

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This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

*Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000
Telephone: (02) 8298 0783
Facsimile: (02) 8298 0788
Email: ldraustralia@lloyds.com*

If your dispute remains unresolved you may be referred to the **Financial Ombudsman Service Limited** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters General Representative in Australia at the address above.

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
Level 9, 1 O'Connell St
Sydney NSW 2000*
Who has authority to accept service and to enter an appearance on the Underwriters' behalf.
- (iii) If a suit is instituted against any one of the Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

IN WITNESS THEREOF this Certificate has been signed



Corporate Travel Insurance
Product Disclosure Statement and Policy Wording
v1017



Pen Underwriting Pty Ltd
ABN 89 113 929 516 AFSL 290518

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Contact Details

Current as at October 2017

SYDNEY

Level 19, 347 Kent St
Sydney NSW 2000
GPO Box 4431
Sydney NSW 2001

P: 02 9323 5000
F: 02 9323 5077

BRISBANE

Level 9, 60 Edward St
Brisbane QLD 4000
GPO Box 541
Brisbane QLD 4001

P: 07 3056 1400
F: 07 3056 1477

MELBOURNE

Level 3, 333 Collins St
Melbourne VIC 3000
PO Box 230
Collins St West VIC 8007

P: 03 9810 0600
F: 03 9810 0650

E: info.au@penunderwriting.com

W: www.penunderwriting.com

Product Disclosure Statement and Important Information

This Policy

This Policy is an important document and should be kept in a safe place. Please read it carefully so that you understand the insurance provided.

About this Product Disclosure Statement and Policy

This Product Disclosure Statement (PDS) is designed to help you understand the Corporate Travel Insurance Policy and to provide sufficient information to enable an informed choice to be made about whether to buy this insurance. It sets out some important information about the Policy, including its features, benefits and costs as well as important information about rights and obligations including the duty of disclosure, the cooling off period, privacy, complaints handling and the General Insurance Code of Practice. Please read this PDS carefully together with the policy wording which attaches to and forms part of this PDS and contains full details of the coverage, the exclusions and the terms and conditions applying to this insurance.

Preparation Date of this PDS: 4 October 2017

About the Insurer

This PDS and the Corporate Travel Insurance Policy are issued by Pen Underwriting Pty Ltd ABN 89 113 929 516 AFSL 290518 as Coverholder on behalf of certain Underwriters at Lloyd's. Details of the Lloyd's syndicate numbers and the proportions of this insurance for which each of the Underwriters are liable may be obtained from Pen Underwriting. Pen Underwriting can be contacted at:

Level 19, 347 Kent Street

Sydney NSW 2000

GPO Box 4431

Sydney NSW 2001

P: 02 9323 5000

E: info.au@penunderwriting.com

If there are any questions or further information is needed concerning this insurance, contact the appointed insurance broker to assist with the enquiry. All correspondence to Pen Underwriting should be directed through the insurance broker as they are the Insured's and Your agent for this insurance.

Group and Master Policies

If the Insured is a company, association, organisation or group purchasing this insurance for the benefit of named individuals or a class of persons ('the Insured Persons'), the Insured must ensure that a copy of this PDS and policy wording is provided to each Insured Person.

About the Policy

The Schedule forms part of the Policy. For full details of the coverage, Benefits, Benefit Amounts and Limits of Liability applicable to each coverage Section, the Aggregate Limit of Liability, the specific conditions and Exclusions applying to the relevant Section and to the General Exclusions and General Conditions refer to the policy wording and to the Schedule.

Emergency Assistance

Pen Underwriting's 24/7 emergency travel assistance service includes:

- Assistance with lost passports, other travel documents and luggage
- Assistance locating consulates and embassies
- Locating local legal representation and interpreters
- Access to an extensive global network of clinics, hospitals, air ambulances, travel and transport providers
- Co-ordination of emergency travel and accommodation arrangements
- Urgent evacuation for medical, political and natural disaster reasons
- Telephone counselling services for personal crises
- Urgent message transmission
- Arranging travel for family members to be with sick or injured loved ones overseas

Telephone: +612 8907 5956

Including Reverse charge calls

Email: assist@medicalassistance.com.au

Where possible (and if applicable), please have the following information available

Caller:

- Name
- Location
- Relationship to person requiring assistance
- Contact telephone number

Person requiring assistance:

- Name
- Employer
- Age
- Gender
- Date of Birth
- Passport details
- Reason for assistance
- Any relevant medical information

Location:

- Country
- Area
- Address
- Contact telephone number

Treating Doctor:

- Name
- Language spoken by doctor
- Contact telephone number

Hospital or Clinic:

- Name
- Address
- Contact telephone number

Definitions

Defined terms, as set out in the Definitions Section, are used in this PDS and the Policy.

Policy Features and Benefits

The Corporate Travel Insurance Policy is designed to provide cover for risks that may arise during a Journey undertaken by You during the Period of Insurance. The Corporate Travel Insurance Policy has 13 coverage Sections available.

• Coverage Sections

1. Emergency Assistance
2. Personal Accident and Sickness
3. Medical and Ancillary Expenses
4. Travel Cancellation and Curtailment and Additional Expenses
5. Baggage, Business Property, Electronic Equipment and Money and Travel Documents
6. Alternative Employee and Resumption of Assignment Expenses
7. Missed Transport Connection
8. Rental Vehicle Excess Waiver
9. Political and Natural Disaster Evacuation
10. Kidnap, Ransom, Extortion and Detention
11. Personal Legal Liability
12. Extra Territorial Workers Compensation
13. Additional Cover

• Waiting Period or Excess

When You and or the Insured make a claim a Waiting Period or Excess may apply as stated in the Schedule. The Waiting Period is the period of time during which no Benefits are payable. The Excess is the first amount of each and every claim payable by the Insured or You.

• Exclusions

Exclusions apply and are set out in the individual Coverage Sections and in the General Exclusions Section of the policy wording and may also be set out in the Schedule.

• Conditions

Conditions apply and are set out in the individual Coverage Sections and in the General Conditions Section. The Conditions address matters including:

- Aggregate Limits of Liability
- The Insured's and Your obligations under the Policy and in the event of a claim
- Payment of and calculation of Benefits

- When Weekly Benefits shall not be payable
- Our entitlement to conduct independent medical examinations
- The effect of worker's compensation entitlements and payments that You are entitled to receive from any other insurance policy
- Notifying claims
- Our right of subrogation
- Policy cancellation

Policy Costs

The premium is calculated taking into account certain factors including:

- The type of business undertaken
- The countries travelled to and the number of Journeys
- The number of persons covered by the Policy
- Coverage limits and Aggregate Limits
- The Waiting Period(s) and Excess(es) which apply to claims
- The Insured's claims experience

The Premium also includes the Pen Underwriting Fee and amounts payable in respect of government taxes and charges such as GST and stamp duty. The Schedule will state the total amount of Premium payable by the Insured.

Taxation

The Premium for Your Policy may be tax deductible. If You receive Weekly Benefits under Your Policy, these Benefits may be assessable and subject to Your marginal income tax rate. Pay As You Go Withholding Taxes may be withheld from any payments deemed to be Your taxable income. Lump sum Benefits are generally not taxable provided certain conditions are met.

If You are registered for GST, any payment We make may be reduced by the amount of any input tax credit You or another person are entitled to for those expenses.

Cooling-off Period

If, for any reason, the Insured decides that it does not require the Policy, and no claim has been made under the Policy, the Insured has the right to cancel and return the Policy to Us within fourteen (14) days, which starts on the earlier of:

- The date the Insured receives confirmation of the Policy; or
- The end of the fifth (5th) business day after the day on which the Policy was issued to the Insured.

If the Insured cancels within this fourteen (14) day period, We will refund the premium the Insured has paid unless a claim has been made under the Policy.

Duty of Disclosure *(applicable to the Insured and You)*

Your duty of disclosure before you enter into your policy

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

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. You have this duty until we agree to insure you.

Your duty of disclosure before renewal

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

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.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

If you do not tell us something (before you enter into your policy and before renewal)

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy (applicable to the Insured and You)

Pen Underwriting handles your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United Kingdom and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit www.penunderwriting.com.au.

General Insurance Code of Practice

Pen Underwriting and Lloyd's Underwriters proudly support the General Insurance Code of Practice. The Code commits general insurers to uphold high standards of service and practice. This Policy is Code of Practice compliant apart from any claims adjusted outside Australia. A copy of the Code can be obtained from Pen

Underwriting upon request or from www.codeofpractice.com.au.

Claims

If you do not require emergency assistance and a claim arises under this Policy immediate notice should be given to Pen Underwriting and Us at:

Fullerton Health Corporate Services,
Level 10, 33 York Street,
Sydney NSW 2000

Phone: +61 2 8256 1770 (Mon-Fri)

Email: claims@fullertonhealthcs.com.au

Complaints Handling

Any enquiry or complaint relating to this insurance should be referred to Pen Underwriting in the first instance. If you are dissatisfied with a decision Pen Underwriting makes, our service, the service of others we appoint to discuss insurance matters with you, or a claim settlement, we have an internal dispute resolution process to assist you.

If Pen Underwriting are unable to resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000

Telephone: (02) 8298 0783

Facsimile: (02) 8298 0788

Email: ldaustralia@lloyds.com

If your dispute remains unresolved you may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

For further information, ask for a copy of our Complaints and Disputes Resolution Policy or visit www.penunderwriting.com.au.

Dispute Resolution

We agree that:

1. If a dispute arises under the Policy, We, at the request of the Insured or You will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
2. Any summons, notice or process to be served upon Us may be served upon:
Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000
Telephone: (02) 8298 0783
Facsimile: (02) 8298 0788

who has authority to accept service and to enter an appearance on Our behalf, and who is directed at the request of the Insured or You to give a written

undertaking to the Insured that he will enter an appearance on Our behalf.

3. If a suit is instituted against one of Us, all of Us will abide by the final decision of such Court or any Appellate Court.

Jurisdiction

This Policy shall be interpreted in accordance with the laws of Australia and shall be subject to determination by any court of competent jurisdiction within Australia.

Several Liability

The subscribing Lloyd's Underwriters obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Lloyd's Underwriters are not responsible for the subscription of any co-subscribing Underwriters who for any reason does not satisfy all or part of its obligations.

Premium

The amount of Premium specified in this Policy is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of Pen Underwriting.

Agreement

In consideration of the payment of the Premium and in reliance on the contents of the Proposal, We will indemnify the Insured and You in accordance with the terms of this Policy.

Policy Wording

Definitions

Accident	A sudden, unexpected, unusual specific event which occurs at an identifiable time and place: (a) during the Journey; and (b) during the Period of Insurance, and which results, solely, directly and independently of any other cause, in an Injury that is unforeseen by You.
Accidental Death	Your death as a result of an Accident.
Baggage	Personal property belonging to You or for which You are legally responsible, taken on or acquired during the Journey but shall not include household effects.
Business Property	Office equipment, business documents, stationery and other instruments used for business purposes and belonging to the Insured, which are taken on or acquired during the Journey.
Carrier	A transport provider duly licensed for the regular transportation of fare paying passengers.
Civil War	A state of 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, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.
Close Business Associate	Your fellow employee whose duties and responsibilities directly affect Your work, or a business associate not being a fellow employee where the business relationship with You necessitates Your immediate return, or a business companion who travels with You for the same business purpose and whose presence is necessary for Your business activities.
Close Relative	Your Spouse, parent, parent-in-law, grandparent, step-

	parent, child, step-child, grandchild, brother, brother in law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew.
Complete Fracture	A fracture in which the bone is broken completely across and no connection is left between the pieces.
Conveyance	Any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail, train, aircraft or other scheduled public transportation operated by a Carrier.
Country of Domicile	The country which You reside in for a period greater than one hundred and eighty (180) days at any one time.
Cyber Event	An unauthorised or malicious act or series of related unauthorised or malicious acts or the threat or hoax thereof involving access to, processing of, use of or operation of any information technology system or any electronic data by any person or group(s) of persons.
Dependants	Your or Your Spouse's unmarried children who are: (a) under nineteen (19) years of age; (b) under twenty five (25) years of age and a full-time student; (c) over the age of nineteen (19) years and physically or mentally incapable of self-support, and in each case, primarily dependant on You for maintenance.
Detention/Detained	Restrained against Your will by way of custody or confinement.
Doctor	A person: (a) legally qualified and registered to practice medicine in Australia; (b) outside Australia who holds qualifications which would be recognised by the Australian Medical

	Association as being of consistent standard to practicing medicine in Australia, and is not You, Your relatives or the Insured. Doctors do not include alternative therapy providers, chiropractors or physiotherapists.
Electronic Equipment	Personal and business computers, laptops, notebooks and tablets, mobile telephones, digital cameras and other items deemed by Us to be electronic, belonging to You or for which You are legally responsible, taken on or acquired during a Journey.
Employee	Any person in the Insured's service including any directors and, at the Insured's option, consultants, sub-contractors and / or self-employed persons undertaking work on the Insured's behalf if stated as included in Insured Person in the Schedule.
Excess	The first amount of each and every claim stated in the Schedule and payable by the Insured or You.
Extortion	Intimidation by threat or a series of threats to Kidnap or inflict harm upon You or Your accompanying Close Relative.
Fingers, Thumbs or Toes	The digits of a Hand or Foot.
Foot	The entire foot below the ankle.
Hairline Fracture	Mere cracks in the bone.
Hand	The entire hand below the wrist.
Hijack	Unlawful seizure or wrongful exercise of control of the Conveyance on which You are travelling while on a Journey.
Injury	An Event as described in the Table of Events which occurs within twelve (12) months of the Accident and which is not a Sickness, however, Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident is deemed to be included in the definition of Injury.

Insured	The person(s) or entity(ies) named as the Insured in the Schedule.
Journey	Any trip which comes within the description of Journey as stated in the Schedule, however, Journey does not mean everyday travel to and from work.
Kidnap/Kidnapped	The illegal abduction and holding hostage of You for the purpose of Extortion or demanding a Ransom as a condition of release. The abduction and holding hostage of more than one of You at a time shall be considered a single Kidnap.
Limb	The entire limb between the shoulder and wrist or between the hip and ankle.
Loss	Total and Permanent loss of or loss of use that is caused by an Injury.
Mental Disorder	A mental disorder diagnosed in accordance with the Diagnostic and Statistical Manual of Mental Disorders (DSM V or later edition) and / or the World Health Organisation International Statistical Classification of Diseases and Related Health Problems ICD-10 (or later edition) Chapter V: Mental and behavioural disorders by a Doctor who is a registered and qualified psychiatrist, and which is of such a degree as to prevent You from engaging in any part of Your usual occupation or business duties in accordance with the instructions and advice of that Doctor.
Money and Travel Documents	Coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in the possession or control of You.
Other Fracture	Any fracture other than a Complete Fracture or Hairline Fracture.
Paraplegia	Permanent paralysis and Loss of part or whole of the lower

	half of the body including the legs.
Pen Underwriting	Pen Underwriting Pty Ltd ABN 89 113 929 518 AFSL 290518.
Period of Insurance	The period stated in the Schedule or such shorter time if the Policy is cancelled.
Permanent	Having lasted twelve (12) consecutive calendar months and at the expiry of that period, being beyond all hope of improvement.
Permanent Total Disablement	Total disablement which is: (a) Permanent; and (b) as a result of an Accident, and which entirely and forever prevents You from engaging in any occupation for which You are reasonably qualified by education, training or experience.
Policy	This PDS and Policy wording and the Schedule.
Professional Sport	Any sport for which You receive a fee, allowance, sponsorship or monetary reward as a result of Your participation, which in totality accounts for more than fifteen (15) percent of Your annual income from all sources.
Quadriplegia	Permanent paralysis Loss of both arms and both legs.
Ransom	A consideration paid for Your return from a Kidnapping or to end or terminate Extortion or Your Detention and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.
Rental Vehicle	A sedan, station wagon or other non-commercial vehicle under two (2) tonne, rented or hired from a licensed motor vehicle rental or hire company and shall not include any other vehicle.
Salary	The average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as You have been employed (or self-

	employed) in Your occupation at the time the disability occurred; subject to: (a) where You are remunerated by wages or salary, income includes any allowances that are payable to You, whether in addition to Your wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions. (b) where You are self-employed, income is net of business costs and expenses incurred in deriving that income.
Schedule	The current Schedule issued by Pen Underwriting.
Serious	There is an immediate and substantial risk of death.
Sickness	Any illness or disease of You first manifesting itself during the Journey and during the Period of Insurance.
Spouse	Your husband, wife or defacto partner.
Temporary Partial Disablement	In the opinion of a Doctor, You are temporarily unable to engage in a substantial part of Your usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.
Temporary Total Disablement	In the opinion of a Doctor, You are temporarily unable to engage in Your usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.
Terrorism	An act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of

	advancing a political, religious or ideological cause.
Tooth/Teeth	A sound and natural permanent tooth, not including first or milk teeth, dentures or implants.
Utilisation of Weapons of Mass Destruction	<ol style="list-style-type: none"> the use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: <ol style="list-style-type: none"> fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and / or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
Waiting Period	The period specified in the Schedule during which no Benefits are payable by Us.
War	A state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious, ideological or other ends.
We/Our/Us	The Insurer specified in the Schedule.
You/Your	The persons described as Insured Persons in the Schedule.

Section 1: Emergency Assistance

Cover

If during the Period of Insurance and while on a Journey, You require emergency assistance, You have access to Pen Underwriting's 24 hours 7 days per week Emergency Assistance service. This service is free of charge to You.

Telephone: +612 8907 5956

Including Reverse charge calls

Email: assist@medicalassistance.com.au

Pen Underwriting's 24/7 Emergency Travel Assistance Service includes:

- Assistance with lost passports, other travel documents and luggage
- Assistance locating consulates and embassies
- Locating local legal representation and interpreters
- Access to an extensive global network of clinics, hospitals, air ambulances, travel and transport providers
- Co-ordination of emergency travel and accommodation arrangements
- Urgent evacuation for medical, political and natural disaster reasons
- Telephone counselling services for personal crises
- Urgent message transmission
- Arranging travel for family members to be with sick or injured loved ones overseas

When You call, where possible (and if applicable), please have the following information available:

Caller:

- Name
- Location
- Relationship to person requiring assistance
- Contact telephone number

Person requiring assistance:

- Name
- Employer
- Age
- Gender
- Date of Birth
- Passport details
- Reason for assistance
- Any relevant medical information

Location: <ul style="list-style-type: none"> • Country • Area • Address • Contact telephone number
Treating Doctor: <ul style="list-style-type: none"> • Name • Language spoken by doctor • Contact telephone number
Hospital or Clinic: <ul style="list-style-type: none"> • Name • Address • Contact telephone number

Exclusions

In addition to the General Exclusions, We will not be liable for any loss, costs or expenses:

1. Recoverable by You and or the Insured from any other source (but not from other insurance).
2. Incurred after You and or the Insured and or Your representatives refuse to follow Our instructions.

Conditions

In addition to the General Conditions:

1. In the event of assistance being provided by Us in good faith to any person not insured under this Policy, the Insured agrees to reimburse Us for all such costs We incur.

Section 2: Personal Accident and Sickness

Cover

Personal Accident

If You are subject to an Accident directly causing an Injury, resulting in an **Event** as described in the **Table of Events** within twelve (12) calendar months of the Accident, We will pay the Benefit Amount for that Event as set out in this Section and stated in the Schedule.

Sickness

If You suffer a Sickness which first manifests itself during the Period of Insurance and during a Journey, directly resulting in an Event as described in **Part F or Part G of the Table of Events** within twelve (12) calendar months from the first date of Sickness, We will pay the Benefit Amount for that Event as set out in this Section and stated in the Schedule.

Extensions

If you are covered under the Cover and Table of Events, the following extensions apply:

1. Accidental Death Benefit (Spouse)

If Your Spouse who is not accompanying You, suffers an Accidental Death while You are on a Journey, We will pay You a Lump Sum Benefit up to the amount stated in the Schedule.

2. Accidental Death Benefit (Dependants)

If You suffer an Accidental Death and are survived by a Dependant, We will pay Your estate:

- (a) the amount stated in the Schedule for each Dependent up to the maximum amount per family stated in the Schedule; and
- (b) the amount stated in the Schedule for each Dependant for the purposes of an education fund, up to the maximum amount per family stated in the Schedule.

3. Accidental Death Benefit (Orphans)

If You and Your Spouse both suffer an Accidental Death resulting from the same Event and You and Your Spouse are survived by Dependents, We will pay to Your estate the amount stated in the Schedule for each Dependant up to the maximum amount per family stated in the Schedule.

4. Chauffeur Benefit

On the occurrence of **Part B Events 19 and or 20 or Part F Events 37 and or 38 of the Table of Events**, provided that written medical evidence is presented from a Doctor certifying that You are unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount stated in the Schedule for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport You directly to and from Your normal place of residence and normal place of work.

5. Coma Benefit

If You sustain an Injury which directly causes or results in a continuous unconscious state, and the cause and state are verified in writing by a Doctor, We will pay to You or Your legal representative on Your behalf the amount stated in the Schedule while You are in a continuous unconscious state, up to a maximum period of ninety (90) days.

6. Disappearance

If Your body is not found within twelve (12) consecutive calendar months after an Accident involving the Conveyance in which You were travelling during a Journey, death will be presumed in the absence of any evidence to the contrary. The Benefit Amount under the **Table of Events for Part A Event 1 Accidental Death** is payable in these circumstances, provided that the legal representative(s) of Your estate, enter into a legally binding signed agreement with Us, agreeing that the amount We pay will be repaid to Us if You are subsequently found alive.

7. Domestic Help Benefit

If a Doctor certifies that You are unable to carry out domestic duties as a result of an Injury, We will pay the actual and reasonable costs incurred of hiring domestic help up to the amount stated in the Schedule, provided that the domestic help is not carried out by Your Close Relative or a person permanently residing with You.

8. **Exposure**

If You are exposed to the elements as a result of an Accident involving the Conveyance in which You were travelling as a passenger during a Journey, and within twelve (12) consecutive calendar months of the Accident an **Event** in **Part A or Part B of the Table of Events** results as a direct consequence of that exposure, You will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.

9. **HIV – Accidental Infection Benefit**

If You accidentally contract the Human Immunodeficiency Virus (HIV) Infection;

- (a) as a direct result of Injury caused by a violent and physical bodily assault by another person on You during the Period of Insurance; or
- (b) as a direct result of receiving medical treatment provided by a Doctor or legally qualified registered nurse for Your Injury or Sickness suffered while You are on a Journey,

We will pay You the amount stated in the Schedule provided that:

- (a) there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
- (b) any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a Doctor no more than forty- eight (48) hours from the date and time of the event giving rise to the HIV infection; and
- (c) a recognised laboratory carries out medical and clinical tests that conclusively prove that You were not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if You fail to comply with or provide the required level of proof.

10. **Independent Financial Advice**

If Benefits are payable under **Part A Events 1 to 9 of the Table of Events**, We will, in addition to payment of the Benefit, and at Your request or the request of the representatives of Your estate, pay for professional financial advice in respect to the payment of the Benefit for **Events 1 to 9**, up to the amount stated in the Schedule. Such advice must be provided by an independent financial adviser who is not Your relative and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

11. **Modification Benefit**

If a Benefit is paid for **Part A Events 2, 3 or 4 of the Table of Events**, We will pay the costs necessarily incurred to:

- (a) modify Your home and or Your motor vehicle; or
 - (b) relocate You to a more suitable home,
- up to the amount stated in the Schedule, provided that a Doctor provides written medical certification that the modification and/ or relocation is necessary.

12. **Public Relations Cover**

If a benefit is paid under **Part A Events 1 or 2**, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of public relations consultants for the purpose of protecting the Insured's corporate image, up to the amount stated in the Schedule.

13. **Recruitment Costs**

If in Our judgement We believe that a benefit will be paid under **Part A Event 1 or 2 of the Table of Events**, We will pay the actual and reasonable costs incurred by the Insured for the recruitment of replacement Employee(s), up to the amount stated in the Schedule, provided that:

- (a) the costs are incurred within sixty (60) days;
- (b) replacement Employee(s) are crucial and necessary for the Insured's business to continue; and
- (c) We provide Our prior written consent to the incurring of the recruitment costs.

14. **Search and Rescue Expenses**

If You are on a Journey outside Your Country of Domicile, You are reported as missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation where:

- (a) it is known or believed that You may have sustained an Injury or suffered Sickness; or
- (b) weather or safety conditions are such that it becomes necessary to do so in order to prevent You from sustaining an Injury or suffering Sickness,

We will reimburse the Insured or You up to the amount stated in the Schedule, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for You and for bringing You to a place of safety.

Costs will only be covered up to the point where You or Your body are recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.

15. **Spouse Retraining Benefit**

If You suffer an Accidental Death or Permanent Total Disablement, We will at Your request pay up to the amount stated in the Schedule towards the actual costs incurred in the training or retraining of Your Spouse:

- (a) for the purpose of obtaining gainful employment;
- (b) to improve their employment prospects; or
- (c) to enable them to improve the quality of care they can provide to You,

provided always that:

- (a) Your Spouse is aged under eighty-five (85) years at the commencement of such training;
- (b) the training is provided by a recognised institution with qualified skills to provide such training; and

- (c) all such expenses are incurred within twenty-four (24) months from the date of Your Accidental Death or Permanent Total Disablement.

16. Student Tutorial Benefit

If a Doctor certifies that You are unable to attend classes as a result of an Injury, We will pay the reasonable and necessary costs incurred for home tutorial services. We will not pay any Benefits during the Waiting Period or after the Benefit period stated in the Schedule has expired.

17. Tuition or Advice Benefit

After We have accepted Your claim under **Part B Events 19 or 20 or Part F Events 37 or 38**, We will reimburse expenses incurred for tuition or advice for You from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and We have written confirmation from Your Doctor that this tuition and or advice will assist with rehabilitation. The maximum amount We will pay is the amount stated in the Schedule.

18. Unexpired Membership Benefit

If a Benefit is payable for:

- (a) **Part A Events 2 to 8(a)**; or
- (b) **Part B Event 19** and for which a Doctor provides written certification will continue for a minimum period of twenty-six (26) weeks;

and in either case, is certified in writing by a Doctor as preventing You from continuing participation in any sport or gym activity for which You have paid or are contractually obliged to pay a membership, association or registration fee, We will pay You a pro-rata refund of such fees for the current season up to the amount stated in the Schedule.

19. Weekly Benefit Early Payment

If a Weekly Benefit Amount is payable under **Part B Event 19 or Part F Event 37**, We will pay an early payment of an amount equal to thirteen (13) calendar weeks of the Weekly Benefit Amount, provided that written medical evidence which We consider to be appropriate is provided by a Doctor to confirm and certify that the total period of Your Temporary Total Disablement will be a minimum of twenty-six (26) consecutive calendar weeks.

20. Weekly Benefit Escalation

After payment of a Weekly Benefit Amount under **Part B Events 19 and or 20 or Part F Events 37 and / or 38** continuously for twelve (12) consecutive calendar months, the Weekly Benefit Amount will be increased by five (5) percent per annum for each subsequent period of twelve (12) consecutive calendar months for which Benefits are paid.

Part A – Lump Sum Benefits

The Events		Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident.		A percentage of the amount stated in the Schedule.
1.	Accidental Death	100%
2.	Permanent Disablement Total	100%
3.	Quadriplegia	100%
4.	Paraplegia	100%
5.	Permanent Mental Disorder	100%
6.	Loss of one (1) or both eyes	100%
7.	Loss of one (1) or more Limbs	100%
8.	Loss of lens of:	
	(a) both eyes	100%
	(b) one (1) eye	60%
9.	Loss of:	
	(a) both ears	80%
	(b) one (1) ear	30%
10.	Burns:	
	(a) third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body.	60%
	(b) second degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body.	30%
11.	Loss of four (4) Fingers and Thumb of either Hand	80%
12.	Loss of four (4) Fingers of either Hand	50%
13.	Loss of the Thumb of either Hand:	
	(a) both joints	40%
	(b) one (1) joint	20%
14.	Loss of Fingers of either Hand:	
	(a) three (3) joints	20%
	(b) two (2) joints	15%
	(c) one (1) joint	10%
15.	Loss of Toes of either Foot:	
	(a) all Toes	15%
	(b) both joints of the great Toe	5%

(c) one joint of the great Toe	3%
(d) each Toe other than the great Toe	1%
16. Fractured leg or patella with established non union	10%
17. Shortening of leg by at least five (5) centimetres	10%
18. Permanent partial disablement not otherwise provided for under Events 8 to 17	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the Benefits provided under Events 8 to 17.

Part B – Weekly Benefits - Injury

The Events
19. Temporary Total Disablement From the date Temporary Total Disablement as a result of Injury commences and while the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Schedule, but not exceeding Your Salary.
20. Temporary Partial Disablement From the date Temporary Partial Disablement as a result of Injury commences and while the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Schedule, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary stated in the Schedule. If You are able to return to work in a reduced capacity, but elect not to do so then the Benefit payable will be 30% of the amount payable for Event 20.

Part C- Lump Sum Benefits – Injury Resulting in Fractured Bones

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident.	A percentage of the amount stated in the Schedule (any one Injury).
21. Complete Fracture of neck, spine or skull	100%
22. Complete, Other or Hairline Fracture of hip	75%
23. Complete Fracture of jaw, pelvis, leg, ankle or knee	50%
24. Complete, Other or Hairline Fracture of cheekbone or shoulder or Hairline Fracture of neck, skull or spine	40%
25. Complete Fracture of arm, elbow, wrist or ribs (per rib)	30%
26. Other or Hairline Fracture of jaw, pelvis, leg, ankle or knee	25%
27. Complete, Other or Hairline Fracture of nose or collarbone	25%
28. Other or Hairline Fracture of arm, elbow, wrist or ribs (per rib)	25%
29. Complete, Other or Hairline Fracture Finger (per Finger), Thumb (per Thumb), Toe (per Toe), Foot or Hand	10%

Part D – Lump Sum Benefits – Injury Resulting in Surgery

Cover for an Event under this Part applies only if:

- the surgery is undertaken outside of Australia; and
- payment of such Benefit is not prohibited by the law of the country in which the surgery is undertaken.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident.	A percentage of the amount stated in the Schedule.
30. Craniotomy	100%
31. Amputation of a Limb	100%
32. Fracture of a Limb requiring open reduction	50%
33. Dislocation of a joint requiring open reduction	25%
34. Any other surgical procedure carried out under general anaesthetic	12.5%

Part E – Lump Sum Benefits – Injury Resulting in Loss or Damage to Teeth

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident.	A percentage of the amount stated in the Schedule.
35. Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
36. Chipped or broken Teeth requiring partial capping	50% (maximum \$250 per Tooth)

Part F – Weekly Benefits - Sickness

The Events
37. Temporary Total Disablement From the date Temporary Total Disablement as a result of Sickness commences and while the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Schedule, but not exceeding Your Salary.
38. Temporary Partial Disablement From the date Temporary Partial Disablement as a result of Sickness commences and while the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Schedule, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary stated in the Schedule. If You are able to return to work in a reduced capacity, but elect not to do so then the Benefit payable will be 30% of the amount payable for Event 20.

Part G – Lump Sum Benefits – Sickness Resulting in Surgery

Cover for an Event under this Part applies only if:

- the surgery is undertaken outside of Australia; and
- payment of such Benefit is not prohibited by the law of the country in which the surgery is undertaken.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident.	A percentage of the amount stated in the Schedule.
39. Open heart surgery	100%
40. Brain surgery	100%
41. Abdominal surgery carried out under general anaesthetic	50%
42. Any other surgical procedure carried out under a general anaesthetic	5%

Exclusions

In addition to the General Exclusions, We will not be liable to pay any Benefits, loss, cost or expense:

- HIV**
Which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC) unless covered under **Extension 10 HIV – Accidental Infection Benefit**.
- Pregnancy and Childbirth**
Arising from or attributable to pregnancy or childbirth provided that this Exclusion does not apply to unexpected and unforeseen medical complications or emergencies arising therefrom.
- Unfit to Travel**
Incurred where a Journey is undertaken against the advice of a Doctor or when You are unfit to travel, or if the purpose of the Journey is for You to seek medical attention.

Conditions

In addition to the General Conditions:

Benefits

- Benefits shall not be payable for more than one (1) of **Part A Events 1 to 18** in respect of the same Injury, in which case the highest Benefit amount will be paid.
- Any Benefits payable for **Part A Events 1 to 18** shall be reduced by any sum already paid for **Part B Events 19 and or 20** in respect of the same Injury.
- Weekly Benefits shall not be payable:
 - in excess of the maximum Benefit period, as specified in the Schedule, in respect to any one Injury;
 - for the Waiting Period;
 - beyond the date of Your death;
 - once You are deemed fit to return to work by a Doctor;
 - for more than one (1) of **Part B Events 19 or 20 or Part F Events 37 or 38** that occur during the same period of time; or
 - if You fail to provide us with all requested information and other evidence reasonably required to assess Your claim.
- No Benefits are payable for **Part A Event 2, Part B Events 19 and 20 or Part F Events 37 and 38** for any Accident or Sickness which occurs when You are over the maximum age stated in the Schedule. This will not prejudice any entitlement to claim Benefits for an Event which has arisen before You attained that age.

Benefits – Monthly Payments

5. Subject to **Extension 20 Weekly Benefit Early Payment**, Weekly Benefits shall be payable monthly in arrears. Compensation for a period of less than one (1) week will be paid at the rate of one-seventh (1/7th) of the Weekly Benefit for each day during which the disability continues.
6. All Benefits shall be payable to You or such person(s) and in such proportions as You shall nominate.

Independent Medical Examination

7. We may at any time during a period of disablement require that You be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however, if You fail to attend the examination for any reason then You will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of Benefits.

Recurring Injury or Sickness

8. When We have paid a Weekly Benefit Amount under **Part B Events 19 or 20 or Part F Events 37 or 38**, and while this Policy, or any subsequent policy with Us via Pen Underwriting is in force, You suffer a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same Injury or Sickness or a related Injury or Sickness, any subsequent period of disablement will be deemed and considered by Us as a continuation of the prior period for any further Weekly Benefit Amount and a new Waiting Period will not apply. If, between such periods, You worked on a full-time basis for at least six (6) consecutive calendar months, then, a further Waiting Period shall apply before We consider any further Weekly Benefit Amount payable under this Policy within the original Benefit Period.

Search and Rescue Expenses

9. Where search and rescue expenses are covered under this Section or are subsequently found to be covered under **Section 3, Section 9 and or Section 10**, the amount(s) payable under the Search and Rescue Expenses Extension shall be in addition to any amount(s) payable under such other **Section**.

Workers Compensation and Other Insurance

10. The amount of any Benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any workers' compensation entitlement or any payment which You are entitled to receive from any other insurance policy.

Section 3: Medical and Ancillary Expenses

Cover

If during the Period of Insurance and while on a Journey, You sustain an Accidental Death or suffer an Injury or Sickness, We will reimburse You or the Insured for Medical and Ancillary Expenses, for a maximum period of up to twenty-four (24) consecutive calendar months from the date of Accident or first manifestation of Sickness, up to the amount stated in the Schedule.

Medical and Ancillary Expenses are:

All reasonable and necessary costs and expenses agreed to by Us, up to the amount stated in the Schedule, where such costs and expenses are:

1. Incurred outside Your Country of Domicile for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor as a direct result of Your Accidental Death, Injury or Sickness.
2. Incurred upon return to Your Country of Domicile, other than Australia, for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor as a direct result of Your Accidental Death, Injury or Sickness subject to local legislation within Your Country of Domicile up to fifty thousand dollars (\$50,000).
3. Related to Your evacuation as a direct result of Your Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany You, provided such evacuation is recommended by a Doctor and is organised by Us.
4. Travel and accommodation expenses for up to two of Your Close Relatives or travelling companions who, as a result of Your Injury or Sickness, are required to travel to or remain with You on the written medical advice of a Doctor and provided that such travel and accommodation is organised by Us.
5. Incurred in transporting You to the most suitable hospital or in repatriation of You to Your home address in Your Country of Domicile, provided that such repatriation is required as a direct result of Your Injury or Sickness and is necessary on medical advice and is organised by Us.
6. In the event of Your Accidental Death, the reasonable funeral expenses incurred outside Your Country of Domicile for Your burial or cremation, or the costs (excluding funeral and interment costs) incurred in transporting Your body or ashes and personal effects back to a place nominated by the legal representative of Your estate, as organised by Us.
7. Incurred to repair, replace or adjust dentures, provided those expenses are required as a direct result of Your Injury, up to a maximum amount of two thousand dollars (\$2,000).

Extensions

In addition to the Cover, the following extensions apply:

1. **Continuous worldwide bed confinement**

If while on a Journey, You are confined to bed on the written recommendation of a Doctor for a period in excess of twenty-four (24) hours, We will pay You two hundred dollars (\$200) for each day so confined, after the initial twenty-four (24) hour period, for the number of days of confinement up to a maximum of sixty (60) days, provided that such confinement is agreed to by Us.

21. **Trauma Counselling Benefit**

If during the Period of Insurance and while on a Journey, You suffer psychological trauma as a result of being a victim of, or witnessing a criminal act such as sexual assault, rape, murder, violent robbery or Terrorism, We will pay up to the amount stated in the Schedule for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not You or Your Close Relative) provided the treatment is certified by a Doctor as necessary for Your wellbeing.

Exclusions

In addition to the General Exclusions, We will not be liable for any cost or expense:

1. Incurred where a Journey is undertaken against the advice of a Doctor or when You are unfit to travel, or if the purpose of the Journey is for You to seek medical attention.
2. Incurred after a period of twenty-four (24) consecutive calendar months from the date that You sustain an Accidental Death or suffer an Injury or Sickness.
3. Incurred in Australia.
4. For transportation of Australian citizens by ambulance within Australia.
5. Recoverable by You and or the Insured from any other source.
6. Incurred for any medication for a condition which commenced prior to the commencement of a Journey and for which You have been advised to continue such medication during the Journey.
7. Incurred for routine medical, optical or dental treatment or consultation.
8. Which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC) unless covered under **Section 1 Extension 10 HIV – Accidental Infection Benefit**.
9. Incurred directly or indirectly from the taking of any poisonous substance or while under the influence of intoxicating liquor and or drugs (unless taken or administered on the advice of a Doctor).

Section 4: Travel Cancellation and Curtailment and Additional Expenses

Cover

The cover under Parts A, B and or C apply when stated as included in the Schedule.

Part A – Loss of Deposits

If during the Period of Insurance and prior to the commencement of a Journey, You or the Insured incur loss of pre-paid Travel and Accommodation Expenses as a result of an Unforeseen Circumstance, We will reimburse You or the Insured for the irrecoverable Travel and Accommodation Expenses up to the amount stated in the Schedule.

Part B – Cancellation Curtailment Expenses

If during the Period of Insurance and while on a Journey, You necessarily incur reasonable additional or forfeited travel, hotel or out-of-pocket expenses as a result of an Unforeseen Circumstance, We will reimburse You or the Insured for the irrecoverable Travel and Accommodation Expenses up to the amount stated in the Schedule.

Part C – Additional Expenses

1. **Hijack**

If during the Period of Insurance and while on a Journey, You are forcibly Detained for more than eight (8) hours as a direct result of a Hijack, We will pay You a daily amount of one thousand dollars (\$1,000) for each complete twenty-four (24) hour period Detained up to a maximum of forty-five (45) days.

2. **Detention**

If during the Period of Insurance and while on a Journey, You are Detained by any Government, State or other lawful authority, We will pay You a daily amount of one thousand dollars (\$1,000) for each complete twenty-four (24) hour period Detained up to a maximum of forty-five (45) days.

3. **Legal Costs Extension**

In the event of You incurring legal costs as a result of being Detained, We will reimburse the amount for such legal costs up to a maximum amount of fifty thousand dollars (\$50,000).

Travel and Accommodation Expenses are:

Any amount that You or the Insured have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference / seminar facilities, which neither You or the Insured are able to use as a result of any Unforeseen Circumstance.

Unforeseen Circumstance is:

Where:

1. You die unexpectedly, or where You suffer an Injury or contract a Sickness which results in You being certified by a Doctor as unfit to commence or complete the Journey.

2. A Close Relative, travelling companion or Close Business Associate dies unexpectedly or sustains a Serious Injury or contracts a Serious Sickness.
3. A Close Relative, travelling companion or Close Business Associate sustains a Serious Injury or contracts a Serious Sickness and a Doctor certifies that Your presence is necessary for the health of that Close Relative, travelling companion or Close Business Associate.
4. Your residence or business suffers major loss or damage.
5. You lose Your passport and or travel documents.
6. Any other circumstance outside Your control and not otherwise excluded.

Exclusions

In addition to the General Exclusions, We will not be liable for any loss or expense attributable to:

1. Cancellation, curtailment or diversion of a Conveyance, due to or arising out of strikes or other industrial action, where there has been warning before the date that the Journey was booked that such events were likely to occur.
2. Carrier caused delays where the cost of the expense is recoverable from the Carrier.
3. Any business, financial or contractual arrangements or obligations of You, the Insured or any other person.
4. Any change of plans or disinclination on Your part or the part of any other person to begin or to continue the Journey.
5. The inability of any tour operator or wholesaler to complete arrangements for any Journey due to a deficiency in the required number of persons to commence or continue any Journey.
6. Any Detention relating to You breaking the law of any Country or State where the Detention occurs.
7. A loss which can be recovered from any other source.
8. Lack of reasonable care taken over means of travel, route or departure time.

Conditions

In addition to the General Conditions:

1. We must be promptly informed of any potential claim under this Section.
2. You and or the Insured must not attempt to resolve any problems encountered that may be covered under this Section without advising Us first as this may prejudice any entitlement for reimbursement of loss, costs or expenses.

Section 5: Baggage, Business Property, Electronic Equipment and Money and Travel Documents

Cover

If during the Period of Insurance and while on a Journey, You sustain loss of, theft of or damage to Baggage, Business Property, Electronic Equipment or Money and Travel Documents, We will cover You or the Insured in respect of such loss or damage up to the amount stated in the Schedule for any one Period of Insurance.

Extensions

In addition to the Cover, the following extensions apply.

1. Delayed Baggage

In the event of a Carrier losing or temporarily misplacing Baggage for more than eight (8) hours on the outward part of the Journey, We will reimburse any reasonable expenses incurred by You in purchasing essential replacement clothing or requisites up to the amount stated in the Schedule.

2. Identity Theft Benefit

If during the Period of Insurance and while on a Journey, You suffer theft of personal data or documents relating to Your identity which results in their fraudulent use to obtain money, goods or services, We will reimburse You up to the amount stated in the Schedule for reasonable legal expenses incurred as a direct result of the identity theft and with Our prior written consent to:

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

3. Locks and Keys

If during the Period of Insurance and while on a Journey, You suffer theft of or lose both Your keys and identification at one time, We will pay up to two thousand dollars (\$2,000) for the replacement of locks and keys for Your home and or motor vehicle.

Exclusions

In addition to the General Exclusions, We will not be liable for any loss or damage:

1. In respect of Baggage, Business Property, Electronic Equipment or Money and Travel

Documents where the loss or damage:

- (a) is not reported to either the police or the Carrier and a copy of that written report is not made available to Us at the time of lodging Your claim;
 - (b) is due to confiscation by Customs or any other lawful authority;
 - (c) is recoverable from any other source;
 - (d) is the result of theft or attempted theft occurring while such Baggage, Business Property, Electronic Equipment or Money and Travel Documents are unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle; and or
 - (e) is the result of the activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration.
2. Where such property is shipped under any freight agreement or sent by postal or courier services.
 3. To vehicles or their accessories.
 4. To any electronic data or software caused by:
 - (a) mechanical or electrical failure;
 - (b) any process of cleaning, restoring, repairing or alteration; and or
 - (c) scratching or breaking of fragile or brittle items, if as a result of Your negligence.
 5. In respect of Electronic Equipment:
 - (a) while carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany You as personal cabin baggage; and
 - (b) where the Electronic Equipment is a mobile telephone, We will only pay the cost of the replacement telephone.
 6. In respect of Money and Travel Documents:
 - (a) arising out of devaluation of currency or shortages due to errors during monetary transactions
 - (b) in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.

Conditions

In addition to the General Conditions:

1. You will take all reasonable precautions for the safety and supervision of Baggage, Business Property and Electronic Equipment.
2. The maximum amount We will pay for any one set or pair of items is fifty percent (50%) of the amount stated in the Schedule, unless otherwise specified in the Schedule.
3. An Excess will apply for each claim for the loss or theft of or damage to Electronic Equipment.

Section 6: Alternative Employee and Resumption of Assignment Expenses

Cover

If during the Period of Insurance, You or the Insured necessarily incur Alternative Employee Expenses and or Resumption of Assignment Expenses as the direct result of You sustaining an Accidental Death or suffering a Serious Injury or Serious Sickness while on a Journey, or a claim being admitted under this Section, We will pay You for such expenses actually incurred up to the amount stated in the Schedule.

Alternative Employee Expenses are:

The reasonable transportation expenses necessarily incurred in a substitute person undertaking a Journey to complete Your business activities.

Resumption of Assignment Expenses are:

All reasonable and necessary expenses incurred in order for You to re-commence an assignment within ninety (90) days of returning to Australia. Such reasonable expenses shall be limited to a business class air flight or economy if that was the class of ticket used by You on the original Journey and other essential expenses incurred in Your transportation.

Exclusions

In addition to the General Exclusions, We will not be liable for any costs or expenses:

1. Where You undertake a Journey against the advice of a Doctor.
2. Which You or the Insured had paid or budgeted for before the commencement of the original Journey.

Section 7: Missed Transport Connection Cover

If during the Period of Insurance and while on a Journey, You miss a transport connection due to any Unforeseen Circumstance or Carrier caused delay which is outside Your control and You are unable to arrive at the meeting or conference at the officially scheduled time and that meeting or conference cannot be delayed to suit Your late arrival, We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which You or the Insured may be entitled from any Carrier or any other source, to enable You to use alternative scheduled public transport services to arrive at Your destination on time for the scheduled meeting or conference. The maximum amount We shall pay is the amount stated in the Schedule.

Unforeseen Circumstance is:

Where:

1. You die unexpectedly, or where You suffer an Injury or contract a Sickness which results in You being certified by a Doctor as unfit to commence or complete the Journey.
2. A Close Relative, travelling companion or Close Business Associate dies unexpectedly or sustains a Serious Injury or contracts a Serious Sickness.
3. A Close Relative, travelling companion or Close Business Associate sustains a Serious Injury or contracts a Serious Sickness and a Doctor certifies that Your presence is necessary for the health of that Close Relative, travelling companion or Close Business Associate.
4. Your residence or business suffers major loss or damage;
5. You lose Your Travel Documents;
6. Any other circumstance outside Your control and not otherwise excluded.

Exclusions

In addition to the General Exclusions, We will not be liable for:

1. Any missed transport connection arising from a business commitment or a financial or contractual obligation of You or of any travelling companion, Close Business Associate or Close Relative.
2. Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any Journey due to a deficiency in the number of people required to commence or continue any Journey.
3. Lack of reasonable care taken over means of travel, route or departure time.
4. Cancellation, curtailment or diversion of a Conveyance, due to or arising out of strikes or other industrial action, if there has been warning before the date the Journey was booked that such events were likely to occur.
5. Any change of plans or disinclination on Your part or the part of any other person to begin or to continue the Journey.
6. A loss which can be recovered from any other source.

Section 8: Rental Vehicle Excess Waiver

Cover

If during the Period of Insurance and while on a Journey, You rent or hire a Rental Vehicle and that Rental Vehicle:

1. Is involved in a collision while under Your control; or
2. Is stolen or damaged while in Your care,

We will reimburse You or the Insured for the Rental Vehicle excess selected and payable for comprehensive insurance but only up to the amount stated in the Schedule for any one Period of Insurance.

In addition to the amount stated in the Schedule, We will also reimburse any administrative costs applied by the rental or hire company in relation to the Rental Vehicle excess, up to two hundred dollars (\$200) any one (1) event.

Exclusions

In addition to the General Exclusions, We will not be liable for any Rental Vehicle excess on claims attributable to loss, damage or expense arising from:

1. You not holding the relevant and current motor vehicle drivers licence.
2. The illegal or criminal use of a Rental Vehicle by You.
3. The use of the Rental Vehicle outside the terms and conditions of the Rental Vehicle hire agreement.

Conditions

1. When arranging for the rent or hire of the Rental Vehicle, You must effect all comprehensive motor vehicle insurance against loss or damage to the Rental Vehicle during the rental period, excluding excess or deductible buy-down cover which is available through the rental or hire company.

Section 9: Political and Natural Disaster Evacuation

Cover

The Cover under Parts A and B of this Section only apply when stated as included in the Schedule.

Part A – Political Evacuation

If during the Period of Insurance and while on a Journey outside of Australia:

1. It is recommended by Australian Government Officials that You leave the country or region in which You are travelling;
2. You are expelled or declared persona non grata from the country in which You are travelling; or
3. There is wholesale seizure, confiscation or expropriation of Your property, plant or equipment in the country in which You are travelling,

We will pay the cost for You to return to Your Country of Domicile.

Part B – Natural Disaster Evacuation

If during the Period of Insurance and while on a Journey outside of Australia, it is recommended that You leave the country or region in which You are travelling in by Australian Government Officials due to a natural disaster such as a hurricane, flood, landslide, earthquake or volcanic eruption, We will pay the cost for You to return to Your Country of Domicile.

If You are unable to return to Your Country of Domicile, then We will pay the cost for You to travel to the nearest place of safety, but up to the cost of an economy class airfare to Your Country of Domicile and the reasonable accommodation costs for You up to a maximum of five hundred dollars (\$500) per day for fourteen (14) days, but not exceeding in all the amount stated in the Schedule.

Limit

Our liability for all of You is limited to the amount stated in the Schedule.

Exclusions

In addition to the General Exclusions, We will not pay any claim arising directly or indirectly from:

1. You violating the laws or regulations of the country You are in.
2. Any expenses associated with an evacuation from a country or region which You travelled to after declaration from the Department of Foreign Affairs and Trade (DFAT) as a 'do not travel' Level 5 warning or any other country or region where the Australian Government has initiated an evacuation.
3. Your failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation.
4. Debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause.

5. A failure to honour any contractual obligation or bond or to obey any conditions in a license.
6. You being a national of the country from which You are to be evacuated.
7. Political unrest that was in existence prior to You entering the country or which was foreseeable to a reasonable person before You entered the country.
8. War or Civil War that was in existence prior to You entering the country or which was foreseeable to a reasonable person before You entered the country.

Conditions

If You are required to leave the country You are in, We must be contacted before You leave or make arrangements to leave the country in order to confirm cover under this Section. Where possible We will make the travel arrangements and, in all cases, We will decide where to send You.

Section 10: Kidnap, Ransom, Extortion and Detention

Cover

If during the Period of Insurance and while You are on a Journey for the purposes of business:

1. You are Kidnapped or allegedly Kidnapped; and or
2. A demand for Ransom or an Extortion demand is made upon You or the Insured,

We will reimburse You or the Insured, up to the amount stated in the Schedule for any one Kidnap, Extortion or Detention, for:

1. The Ransom paid;
2. The Ransom Expenses incurred; and
3. The reasonable costs of utilising Our Emergency Assistance for the exclusive function of investigating the Kidnap, Extortion or Detention, negotiating Your release or recovery or paying any Ransom provided that We have given Our prior written consent to the use of Our Emergency Assistance.

This cover does not apply to You or the Insured if either have:

1. had Kidnap insurance declined, cancelled or previously provided but with restricting terms or conditions applying;
2. been subjected to any previous Kidnap or attempted Kidnap; or
3. received any previous Extortion demand.

Ransom Expenses are:

1. Loss due to destruction, disappearance, seizure or usurpation of Ransom while being delivered to a person demanding the Ransom by anyone who is authorised by You or the Insured to have custody thereof, provided however, that the Kidnap, Extortion or Detention resulting in this delivery is accepted by Us as being covered by this Policy.
2. Reasonable payment made by You or the Insured to a person providing information which leads to the arrest of the individuals responsible for Your Kidnap, Extortion or Detention.
3. Reasonable and necessary loan costs incurred by You or the Insured from a financial institution which is providing the Ransom.
4. Reasonable and necessary travel and accommodation costs incurred by You or the Insured as a result of Your Kidnap, Extortion or Detention.
5. Salary paid by the Insured to You or on Your behalf when You are the victim of the Kidnap, Extortion or Detention for up to:
 - (a) thirty (30) days after Your release from a Kidnap;
 - (b) discovery of Your death;

- (c) one hundred and twenty (120) days after the Insured receives the last credible evidence that You are still alive; or
 - (d) six (6) months from the date of the Kidnap, if You have not been released.
6. Payments made by the Insured for a temporary replacement Employee hired to perform Your duties while You have been Kidnapped for the duration of the Kidnap and upon release, for a further thirty (30) day period, but does not include payments made more than six (6) months from the date of the Kidnap.
 7. Personal financial loss suffered by You when You are the subject of the Kidnap, Extortion or Detention.
 8. Your travel costs to join Your immediate family upon Your release from Kidnap or Detention and the travel costs of an Employee to replace You while You are Kidnapped when You have been Kidnapped in Your business duties. Travel costs will be up to a business class airfare and will be applied for one replacement person for each of You.
 9. Reasonable and necessary fees and expenses of a qualified interpreter assisting You or the Insured in the event of a Kidnap, Extortion or Detention.
 10. Any other reasonable and customary expenses incurred by You or the Insured with Our prior approval in resolving the Kidnap, Extortion or Detention.

Exclusions

In addition to the General Exclusions, We will not be liable for:

1. Any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such money or property are being stored or transported for the purpose of paying the Ransom.
2. Any payment or expense due to the Kidnap, Extortion or Detention of You or the Insured who was permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where and when the Kidnap, Extortion or Detention occurred.
3. Any fraudulent or dishonest act committed by You, the Insured or any person You or the Insured authorise to have custody of the Ransom.
4. Any claim with respect to a kidnapping in Mexico, Central or South America.
5. Any loss resulting from War, Civil War or Terrorism that was in existence prior to You entering the country or which was foreseeable to a reasonable person before You entered the country.

Conditions

In addition to the General Conditions:

1. Each of You and the Insured will make a reasonable effort not to disclose the existence of this Policy.
2. We will act as an intermediary and or negotiator in regard to a Kidnap, Extortion or Detention and will advise You or the Insured in regard to dealing with the Kidnap, Extortion or Detention.
3. When You and or the Insured become aware that the Kidnap, Extortion, Detention and or demand for Ransom on You or the Insured has occurred and this Policy may have a response, You must make every reasonable effort to:
 - (a) verify the occurrence and circumstances of the Kidnap, demand for Ransom, Extortion or Detention;
 - (b) notify the appropriate law enforcement authorities and follow their instructions;
 - (c) advise Us of the Kidnap, demand for Ransom, Extortion, and or Detention without undue delay; and
 - (d) Keep a written and photographic record of the identifying features and serial numbers of goods or currency to be provided as the Ransom.
4. If We establish that in Our reasonable opinion there has been collusion or fraud by You or the Insured in regard to the Kidnap, Ransom, Extortion or Detention, You and the Insured agree to reimburse Us for any payment We have made under this Section.
5. If, after We have made payment on Your behalf or on behalf of the Insured under this Section, there is a recovery of the whole or any part of the Ransom, then You and or the Insured who receive this recovered money agree to reimburse such recovered money to Us.

Section 11: Personal Legal Liability

Cover

We will cover You up to the Limit of Liability stated in the Schedule for Your legal liability to pay damages in respect of bodily injury to any other person and or loss of or damage to property where such injury, loss or damage is caused by an Accident.

We will also pay all legal costs and expenses which are recoverable by a claimant from You and or incurred with Our written consent in the investigation or defence of any claim. These amounts are included in the Limit of Liability stated in the Schedule.

Extension

In addition to the Cover, the following extensions apply:

1. Court Attendance Benefit

If during the Period of Insurance, You are required to attend court in connection with an event that has resulted in a valid claim under this Section, We will pay one hundred dollars (\$100) per day for each day You attend court, up to a maximum of one thousand dollars (\$1,000) in total, per person.

Limit

Our liability for any one claim and in the aggregate is limited to the Limit of Liability stated in the Schedule.

Exclusions

In addition to the General Exclusions, We will not be liable for any claim in respect of:

1. Bodily injury to any person(s) arising in the course of their employment, contract of service or apprenticeship with You or the Insured.
2. Loss of or damage to property belonging to or held in trust by or in the custody or control of You, the Insured or any of Your Employees.
3. Injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle, aircraft or watercraft, when You or the Insured are the owner, driver or pilot thereof or have it in Your or the Insured's care, custody or control or where the pilot is an Employee or agent of You or the Insured.
4. Injury, loss or damage to property caused by or arising from:
 - (a) the nature of products sold by You or the Insured;
 - (b) advice furnished by You or by the Insured; or
 - (c) the conduct of Your or the Insured's business, trade or profession.
5. Liability assumed under contract or agreement unless such liability would have arisen in the absence of such contract or agreement.
6. Aggravated, exemplary, multiple or punitive damages or the payment of any fine or penalty.
7. Criminal or illegal activities.

8. The ownership, co-ownership, possession or use by You or the Insured of any land or buildings.
9. Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. Costs incurred in the pursuit of claims against a travel agent, tour operator or Carrier or their insurer.
11. Any sexually transmitted or transmissible disease, or infection or virus of any sort emanating from a sexually transmitted or transmissible disease.

Conditions

In addition to the General Conditions:

1. No admission, offer, promise, payment or indemnity shall be made without Our prior written consent.
2. You and the Insured will:
 - (a) give immediate notice to Us of any Accident or occurrence for which there may be a claim under this Section;
 - (b) provide Us with such particulars and information as We may require;
 - (c) forward to Us immediately on receipt any letter, writ, summons and process; and
 - (d) advise Us in writing immediately You or the Insured have knowledge of any impending prosecution, inquest or inquiry in connection with an Accident or occurrence for which there may be a claim under this Section.
3. We shall be entitled to take over and conduct in Your name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.
4. We may at any time pay to You, in connection with any claim or series of claims arising from the one Accident, the Sum Insured stated in the Schedule, after deduction of any amount already paid as compensation, or any lesser amount for which such claim(s) can be settled. Upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Section 12: Extra Territorial Workers Compensation

Cover

If during the Period of Insurance and while on a Journey, You are employed by the Insured or deemed by any applicable worker's compensation legislation to be a worker employed by the Insured and:

1. You sustain a personal injury or occupational disease (including death as a result of this disease) while working temporarily, but not for more than six (6) consecutive months, in another State or Territory of the Commonwealth of Australia to the State or Territory in which Your employment base or usual place of employment is located;
2. The Insured maintains in force during the currency of this Policy, workers compensation insurance which applies to the employment of employees by the Insured in the State or Territory in which You are located as well as insurance for an unlimited amount for the Insured's liability independent of such worker's compensation legislation for any injury to You;
3. Your employment and function is such that You are in the other State or Territory on authorised business travel or activities for the Insured's business; and
4. You are employed in a managerial, clerical, administrative, sales or technical role and are not performing manual work,

We will indemnify the Insured for:

1. The Insured's liability to pay compensation benefits under any worker's compensation legislation for that personal injury or occupational disease sustained by You.
2. Damages at common law (but not where entitlement arises solely under any statute) arising out of that personal injury or occupational disease sustained by You.

Limits

Our liability under this Section is limited to:

1. In the case of a claim for compensation benefits, the difference, if any, between the greater of the amount payable in the State or Territory where You are working when injured and the amount which You are entitled to claim as compensation benefits under any worker's compensation legislation which the Insured was required to effect.
2. In the case of a claim for common law damages, the difference, if any, between the damages and legal costs paid by the Insured in connection with a final judgement imposed by a court of competent jurisdiction in the place where loss occurs and the amount to which the Insured would have been entitled to indemnity under any workers' compensation insurance which the Insured was required to effect if You or Your Dependents had claimed for damages at common law against the Insured in the State or Territory of the usual place of

employment or where Your base of employment is located;

3. The amount stated in the Schedule as the Limit of Liability, in total for all compensation, damages, costs and expenses paid for all of You arising out of any one Accident and in the aggregate during the Period of Insurance.
4. Where You are entitled to a benefit amount under **Section 2**, that benefit amount shall be reduced by the amount payable under this Section.

Exclusions

In addition to the General Exclusions, We will not pay for:

1. An amount for compensation, damages, costs or expenses where such payment is prohibited by legislation.
2. Any amount for exemplary, punitive, multiple or aggravated damages.

Conditions

In addition to the General Conditions:

1. We will not be liable for any expense, payment, settlement or liability incurred or entered into without our prior written agreement.
2. Any indemnity We provide under this Section is in excess of any benefits actually paid or payable to You in respect of the same personal injury or occupational disease under any other legislation or policy of insurance.
3. Personal injury or occupational disease is limited to such injuries or diseases of the type for which compensation would be considered under the worker's compensation legislation of the State or Territory in which Your employment base or usual place of employment is located.

Section 13: Additional Cover

Automatic Insurance Extension

1. If during the Period of Insurance and while on a Journey, Your expected return to Your Country of Domicile is delayed due to an unforeseen transport delay which is outside Your control or the control of the Insured, or due to You suffering an Injury or Sickness for which a claim is payable under this Policy, We will continue to cover You for up to three (3) calendar months from the date of Your original return date to Your Country of Domicile, including any such time that falls outside of the Period of Insurance provided that this is not covered by any other insurance.

Home Burglary Excess Benefit

2. If during the Period of Insurance and while on a Journey, Your place of residence is burgled, We will reimburse You the excess amount paid under a home contents insurance policy, up to the amount stated in the Schedule.

Repatriation and Funeral Expenses Benefit

3. If during the Period of Insurance and while on a Journey, You die, We will pay the reasonable expenses incurred with our prior written consent up to the amount stated in the Schedule for:
 - (a) the cost of returning Your mortal remains and or personal effects to Your Spouse or the legal representative of Your estate.
 - (b) the cost of Your funeral, burial or cremation and associated expenses.

General Exclusions

The General Exclusions apply to all Sections of the Policy. We will not be liable to pay for any claim, Benefits, loss, costs or expenses:

Aircraft

1. Arising from or attributable to You engaging in or taking part in flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers.

Cyber Event

2. Arising directly or indirectly from a Cyber Event.

Deliberate Exposure

3. Resulting from Your deliberate exposure to exceptional danger (except in an attempt to save human life).

Insolvency

7. Arising from or attributable to Your or the Insured's insolvency, bankruptcy, administration, receivership, liquidation or financial default.

Medicare

4. Incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable either in part or in full, in accordance with the Health Insurance Act 1973.

Professional Sport

5. Arising from or attributable to You training for or participating in Professional Sport of any kind.

Radioactive Contamination

6. Ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any of its nuclear components.

Sanctions

7. To the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to Us.

Self-Injury and Criminal Acts

8. Arising from or attributable to any self-injury or suicide; or any illegal or criminal act, committed by:
 - (a) the Insured; and or
 - (b) You, Your Spouse and or Your Dependants.

War

9. Arising from or attributable to War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power in:
 - (a) Australia or Your Country of Domicile or any of the following countries: Afghanistan, Iraq, Israel, Somalia or Sudan or any country where War or Civil War was in existence at the commencement of Your Journey; or
 - (b) any country where the Australian Department of Foreign Affairs and Trade has advised persons not to travel prior to the Insured Person entering the country.

Weapons of Mass Destruction

10. That occur as a result of You being exposed to the Utilisation of Weapons of Mass Destruction.

General Conditions

The General Conditions apply to all Sections of the Policy.

Aggregate Limits of Liability

1. Our total liability for all claims under Section 2 shall not exceed the amount stated as Aggregate Limit of Liability in the Schedule.
2. Out total liability for all claims under Section 2 for non-scheduled flights shall not exceed the Aggregate Limit of Liability - Non-scheduled flights stated in the Schedule.
3. In respect of all claims arising out of War or Civil War, Our limit of liability will be:
 - (a) the lesser of the amount stated in the Schedule or one hundred thousand dollars (\$100,000) in respect of any one event; and
 - (b) five hundred thousand dollars (\$500,000) in the aggregate during the Period of Insurance,

with Our liability ceasing at the end of the Period of Insurance, irrespective of whether a Journey has been completed.

Alteration of Risk

4. The Insured must inform Us as soon as is reasonably practical of any alteration to the Insured's or Your activities which may increase the risk of Accident or Injury, Sickness, liability, loss, cost or expense giving rise to a claim under this Policy.

Assistance and Co-operation

5. The Insured and You shall assist Us and provide all documentation and information reasonably required by Us to assess the Insured's and or Your claim.
6. The Insured and You shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured or You because of Injury with respect to which cover is provided under this Policy. In that regard, the Insured and You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured and You shall not, except at its and/or Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the Accident.

Claims

7. Where emergency assistance is not required, The Insured and You should give Pen Underwriting and Us written notice immediately of any event or occurrence which is likely to give rise to a claim at:

Fullerton Health Corporate Services,
Level 10, 33 York Street,
Sydney NSW 2000

Phone: +61 2 8256 1770 (Mon-Fri)

Email: claims@fullertonhealthcs.com.au

Currency

8. All amounts stated in the Policy are in Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars (AUD) will be the rate at the time that the expense is incurred.

Due Diligence

9. The Insured and You must take all reasonable care to prevent or minimise Accident, Injury, Sickness, liability, loss, cost or expense.

Notices

10. All notifications, other than claims, given by You or the Insured to Us shall be given in writing to Pen Underwriting at the address stated in the PDS.
11. All notifications by Us to the Insured and or You shall be given in writing by Pen Underwriting to the Insured's appointed agent or to the Insured.

Other Insurance

12. If a claim is made, the Insured and You must advise Us of any other insurance that covers the same risk, that it or You are entitled to claim under or have access to.

Our Rights of Subrogation

13. When We pay any amount under this Policy, the Insured and You agree that We shall be subrogated to all of its and Your rights, including the right to recover against any person or entity. The Insured, You and their and or Your legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights. Neither the Insured, You or their or Your legal representative shall take action or wilful inaction which will prejudice Our rights of subrogation.

Policy Cancellation

14. The Insured may cancel this policy at any time by notifying us in writing. The cancellation will take effect from 4:00pm on the day we receive the Insured's written notice of cancellation or such time as may be otherwise agreed.
15. We may cancel the Policy in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).
16. If the Policy is cancelled, we will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which cover applied. However we will not refund any Premium if a claim has been made under the Policy.

Policy Interpretation

17. Paragraph titles in this Policy are for descriptive purposes only and do not form part of this Policy for the purposes of its construction or interpretation.
18. In this Policy, the singular includes the plural and vice versa.