

# TRAVEL INSURANCE

PRODUCT DISCLOSURE STATEMENT POLICY WORDING FINANCIAL SERVICES GUIDE

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#### WELCOME TO TRAVEL INSURANZ

To help **You** understand **Our** travel insurance, **We** have produced this Product Disclosure Statement (PDS) which provides **You** with some important information to enable **You** to compare and make an informed decision about this policy.

#### **ABOUT US**

This insurance is issued by Chase Underwriting Pty Ltd (AFSL number 454344). Chase Underwriting Pty Ltd (Chase Underwriting) is an Australian Financial Services Licensee and is authorised by ASIC to issue, deal in and provide general advice on general insurance products. Chase Underwriting has under Binding Authority no: B0621F33119822 been authorised by certain underwriters at Lloyd's of London (Insurer) to act on its behalf in arranging, issuing, varying, cancelling and providing general advice in relation to the Insurer's travel insurance products. Chase Underwriting issues Certificates of Insurance under a binding authority with Lloyd's of London which means it can enter into, vary or cancel these products on the Insurer's behalf without reference to the Insurer provided it acts within the binding authority. Chase Underwriting acts for the Insurer and not You.

Chase Underwriting is located at Level 1, 68 Clarke Street, Southbank, Victoria 3006.

#### ABOUT YOUR TRAVEL INSURANCE POLICY

**Your** policy is a contract between the Insurer and **You. Your** insurance policy is comprised of:

- Your application for insurance;
- Your Certificate of Insurance;
- The Policy Wording including the Product Disclosure Statement and Schedule of Cover; and
- Any written endorsements We provide to You.

These items make up **Your** policy and should be carefully read together. It is important that they are kept in a safe place.

#### THE COST OF THIS INSURANCE

When calculating the cost of **Your** travel insurance, **We** take a number of factors into account, including;

- Where **You** are travelling to;
- How long You are travelling;
- The level of cover **You** have chosen;
- How old **You** are; and
- If You have selected any additional cover.

The amount payable by **You** for the travel plan selected and any additional cover **You** choose will be shown on **Your** Certificate of Insurance, including compulsory government charges. This policy is only valid when **You** pay the amount payable and a Certificate of Insurance is issued to **You**.

#### WHO CAN BUY THIS INSURANCE

This travel insurance is available for Australian citizens who maintain domiciled status in Australia and for non Australian citizens who have been resident in Australia for a period of not less than 3 months. **You** do not have domiciled status if **You** have permanently migrated to another country or **Your** permanent place of abode is outside Australia. This travel insurance is only available for people aged 70 or under at the time of buying this policy.

#### AUSTRALIANS ALREADY OVERSEAS

**Our** insurance is appropriate if **You** are an Australian resident and are overseas intending to return to Australia on the date **Your** policy ends. There is however, no cover in place for the first 48 hours from the policy start date.

#### **AREA OF TRAVEL**

You are covered for **Trips** to countries within the following areas provided that **You** have paid the appropriate premium, as shown in **Your** Certificate of Insurance. **You** must select the area that covers **Your** entire **Trip**:

- Worldwide including USA and Canada
- Worldwide excluding USA and Canada other than stopovers not exceeding 48 hours
- Asia including stopovers in other areas not exceeding 48 hours
- South Pacific including New Zealand and Fiji including stopovers in other areas not exceeding 48 hours

If **You** have paid the appropriate Annual Multi-Trip travel insurance premium, **Trips** wholly within Australia are insured if they include at least one overnight stay and a minimum distance of 250kms away from **Your** place of residence. It is **Your** responsibility to ensure that **You** have chosen the correct area of travel, when applying for **Your** insurance.

Travellers on domestic cruises within Australian waters, should select their area of travel as 'Australia – Cruise' to ensure that cover is available for emergency medical assistance and expenses.

#### **UPDATING THIS PDS**

We will update the information in this PDS when necessary. A paper copy of any updated information is available to You at no cost by calling Us. We will issue You with a new PDS or a supplementary PDS, where the update is to correct a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to purchase this insurance. Once an application has been accepted and a Certificate of Insurance issued, the Policy Wording in the PDS in force at the time of the application is the basis of the cover.

#### DATE THIS PDS WAS PREPARED

This PDS was prepared on **01 June 2023** and remains valid until a further PDS is issued to replace it.

#### COOLING OFF PERIOD / PREMIUM REFUND

If, having purchased the policy, **You** want to cancel it, **You** can do so within 14 business days of receiving the Certificate of Insurance and obtain a full refund, provided **You** have not made a claim and **Your Trip** has not commenced. Travel Insuranz will arrange for a refund of the amount payable within 15 business days of **You** cancelling **Your** policy. **We** can only accept a request for cancellation via **Our** website. Please visit **Our** contact **Us** page at www.travelinsuranz.com.au/contact-us.

#### **CANCELLATION BY US**

We can cancel Your insurance in any way permitted by law, including if You have:

- Failed to comply with **Your** duty to take reasonable care not to make a misrepresentation to an Insurer;
- Failed at any time to comply with Your duty of utmost good faith;
- Failed to pay the amount payable;
- Made a fraudulent claim under the policy;
- Failed to notify Us of a specific act or omission as required by the policy.

If **We** cancel **Your** policy, **We** will do so by giving **You** a minimum of 3 business day's written notice. **We** will deduct from the amount payable, an amount to cover the shortened period for which **You** have been insured by **Us** and refund the balance to **You**.

#### **CONFIRMING COVER**

A Certificate of Insurance which is **Your** proof of insurance, will be issued and sent to **Your** nominated email address once **You** have completed **Your** online application and **You** have paid the appropriate amount.

# YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION TO AN INSURER

Before **You** enter into a contract of general insurance with **Us**, **You** have a duty, under the Insurance Contracts Act 1984, to take reasonable care not to make a misrepresentation to **Us** and to disclose to **Us** every matter which **You** know, or could reasonably be expected to know, is relevant to **Our** decision whether to accept the risk of the insurance and, if so, on what terms. **You** have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to **Us** before **You** renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter;

- That diminishes the risk to be undertaken by Us;
- That is common knowledge;

- That We know, or in the ordinary course of business as an Insurer, should know;
- As to which compliance with **Your** duty is waived by **Us**

Everyone who is insured under the policy must comply with the duty to take reasonable care not to make a misrepresentation to an Insurer. If **You** provide information about another insured person, **You** do this on their behalf. If **You** (orthey)don't comply with the duty to take reasonable care not to make a misrepresentation to an Insurer, **We** may reduce the amount of any claim and/or cancel **Your** policy. If fraud is involved, **We** may treat **Your** insurance as void from the beginning.

#### **GROUP BOOKINGS**

The person purchasing an insurance policy on behalf of a group must ensure that every person to be insured has been advised to read this PDS and their attention drawn to the exclusions and conditions contained herein. The person purchasing the policy is required to answer all questions on behalf of all persons to be insured to the best of their knowledge and belief and should undertake all reasonable steps to obtain the required information in respect of each and every person to be insured.

#### **GENERAL INSURANCE CODE OF PRACTICE**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (Code), which is a self regulatory code for use by all Insurers. The Insurer is a member of the Insurance Council of Australia, and a signatory to the Code. The Insurer and Chase Underwriting support the Code, the objective of which is to raise the levels of practice and service in the general insurance industry.

For more information visit www.codeofpractice.com.au

#### **COMPLAINTS OR DISPUTES**

We view seriously any complaint about **Our** products or services and will deal with it promptly and fairly. There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim as set out below:

#### Stage 1

If **You** have any concerns or wish to make a complaint in relation to this policy, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve concerns in accordance with **Our** Internal Dispute Resolution process. Please contact Chase Underwriting in the first instance:

The Complaints Officer Chase Underwriting Pty Ltd Level 1, 68 Clarke Street

Southbank VIC 3006 Australia

E: <u>complaints@chaseunderwriting.com.au</u>

**We** will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days. If **You** would like to communicate with a complaints officer via telephone, please reach out to **Us** at +61 0 (7) 3303 0801. **We** will promptly organise for an appropriate representative to contact **You**.

#### Stage 2

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints Team. Lloyd's contact details are; Lloyd's Australia Limited

Suite 1603, Level 16, 1 Macquarie Place Sydney NSW 2000

Australia

T: +61 (0)2 8298 0783

E: <u>idraustralia@lloyds.com</u>

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

#### **EXTERNAL DISPUTE RESOLUTION**

**You** may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calender days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows; Australian Financial Complaints Authority GPO Box 3.

Melbourne VIC 3001 Australia

- T: 1800 931 678
- E: info@afca.org.au
- W: www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your** Insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. Determinations made by AFCA are binding upon **Us. Your** complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Services (UK) or **You** may seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

#### HOW TO MAKE A CLAIM

Please refer to the details on page 23.

#### HOW WE PROTECT YOUR PRIVACY

Please refer to **Our** Privacy Notice on page 25.

# TAXATION IMPLICATIONS / GOODS AND SERVICES TAX (GST)

International travel insurance is GST exempt. However, if **You** are registered for GST, **You** should tell **Us** the percentage of GST **You** are able to claim back on normal business purchases. If **You** suffer a loss and replace the lost item or are provided with goods or services in respect of the loss after **You** return to Australia, **We** will only reimburse **You** the amount of **Your** loss in accordance with this policy, less any entitlement **You** have to an Input Tax Credit on the amount.

#### AMENDMENT OF PERSONAL OR TRAVEL DETAILS

When **You** take out a policy with **Us You** will have online access to **Your** account. **You** will be able to make most amendments online without referral to **Us**.

# SOME OF THE THINGS OUR TRAVEL INSURANCE COVERS

**Our** travel insurance covers a wide range of situations. Please refer to the Schedule of Cover on page 9 for more information. Terms, conditions and limits apply so please read the Policy Wording for full details.

# SOME THINGS ARE NOT COVERED BY THIS INSURANCE

In certain circumstances, exclusions may apply and **Your** travel insurance will not cover **You**. **You** should read the PDS and Policy Wording carefully to ensure **You** understand the exclusions and conditions which apply to **Your** policy. For example, there is no cover for snow sports unless **You** have entered the dates when **You** plan to participate in snow sports and these dates are shown on **Your** Certificate of Insurance and for which the relevant premium has been paid, or **You** have purchased an Annual Multi-Trip travel insurance policy which includes 23 days of snow sports cover.

There is also no cover for any loss **You** may suffer as a result of any **Pre-existing Medical Condition(s)** of **You**, **Your** travelling companion(s), any close **Relative** or any other person; or where **You** or **Your** travelling companion(s) are travelling against medical advice.

Notwithstanding the above, there are certain conditions that **We** may be able to cover subject to the completion of **Our** online medical questionnaire. In the event that cover can be provided for **You** or **Your** travelling companion(s), **You** will be immediately advised if there is any additional cost.

Please read "Part 2 – Policy Wording" of this document carefully as it tells **You** what **You** are and are not covered for.

#### **DANGEROUS ACTIVITIES**

We are always keen to make sure You are safe and enjoy Your travels, however, if You choose to put yourself in a dangerous position or put yourself or others travelling with You in a situation in which a reasonable person ought to have known was dangerous, We reserve the right to exclude any loss or expenses or injuries as a consequence of Your actions. Please refer to General Exclusion 7.

#### WORKING OVERSEAS

**Our** travel insurance allows **You** to carry out non-manual, non-hazardous work whilst overseas although there is no cover for personal liability whilst working. There is no cover for claims related to any snow sports activity if such activity results in payment or payment in kind for the insured. If **You** are unsure as to what would be considered non-manual, non-hazardous work, please contact **Us**. Please refer to General Exclusion 32.

#### **SPORTS / LEISURE ACTIVITIES**

We provide cover for Your amateur participation in a wide range of sports and leisure activities worldwide including whilst officially competing in individual and or team events up to amateur regional club level. Competing as a representative at state or national level competition may only be included after declaration to and acceptance by the Insurer. You are deemed to be competing as a representative at state or national level competition if You are participating as an athlete in a competition as a member of an official State or Australian team, endorsed by the relevant Australian Sports Commission (ASC) recognised national sporting organisation (NSO), or a School Sport Australia member body. Please note that there is no cover for Your participation as a professional sportsman (i.e. where You the insured receives any form of remuneration for Your participation in sport by way of wages, endorsements, sponsorship or prize monies).

# SPORTS / LEISURE ACTIVITIES AUTOMATICALLY INCLUDED:

Abseiling (see note 1 below) Angling Archery Athletics Aussie Rules Badminton Bamboo Rafting Banana Boating Baseball Basketball (not collegiate) Beach Volleyball BMX Riding (not stunts/obstacles) Boardsailing/Windsurfing **Bowlina Bowls** Bridge Swinging Bungee Jumping (to a maximum of two per person, per Trip) Bushwalking Camel Riding Canoeing Canyoning (see note 1 below) Catamaran Sailing (within territorial waters) **Clay Pigeon Shooting** Cricket **Cross Country Running** Curling Cycling Deep Sea Fishing **Dingy Sailing** Dog Sledding Dragon Boat Racing (including international competition) Dry Slope Skiing/Boarding Elephant Trekking/Riding Endurance Tests (see note 2 below) Expeditions (see note 2 below) Fell Running Fell Walking Fencing Fishina Fives Floorball Go-Karting Golf **Gymnastics** Handball Hockey Horse Riding (excluding racing, jumping or competing) Hot Air Ballooning (see note 1 below) Hurling Ice Skating excluding Speed Skating Inline Skating Jet Boating (see note 1 below) Jet Skiing (see note 1 below) Jogging Kayaking (up to grade 3 rivers) Kendo Lacrosse Martial Arts not involving intentional bodily contact Motorcycling (refer to General Exclusions 25 and 26) Mountain Biking (recreational only, no cover for competitive or non-competitive downhill mountain biking) Netball Orienteering Outrigging

**Overland Trips** Paintballing (see note 1 below) Parachute Jumping - static line - (see note 1 below) Paragliding (see note 1 below) Parapenting (see note 1 below) Parasailing (see note 1 below) Parascending (see note 1 below) **Pistol Shooting** Pony Trekking Quad Biking (see note 1 below) Racquetball Rackets Rambling Rap Jumping (see note 1 below) Re-enacting (excludes use of live ammunition) **Rifle Shooting** Ringo Roller Blading **Roller Hockey** Rounders Running Safari Trekking (see note 1 below) Sail Boarding Sailing/Yachting (recreational within territorial waters) Sand Dune Surfing/Skiing Scrambling Scuba Diving (up to 10m depth - please refer to General Exclusion 14) Sea Canoeing Sea Kayaking Shark Diving – in cage (see note 1 below) Shinty Shooting **Skate Boarding** Sky Diving – Tandem (see note 1 below) Snorkeling Snow Sports Activities (see below) Softball Squash Street Hockey Summer Tobogganing Surfing Swimming **Table Tennis** Tennis Tobogganing **Touch Football** Tramping Trampolining Trekking (up to 4,000m - without ropes, picks or other specialists climbing equipment - see note 2 below) Triathlon (up to and including Olympic distance) Tug-of-War Via Ferrata (using established routes and fixed apparatus)

Volleyball Wakeboarding Walking War Games Water Polo Water Skiing White Water Canoeing/Rafting (up to and including Grade 4) Windsurfing Zip Lining (see note 1 below) Zorbing

However, **Your** participation in any activity not shown above is specifically excluded.

**Note 1 –** Provided by a licenced commercial operator. Cover for these activities is not available in the USA or Canada.

**Note 2 –** There is no cover whatsoever for any trekking where the summit is higher than 4,000m. There is no cover for any climbing/trekking activity in Nepal.

#### SNOW SPORTS

The following snow sports activities are covered, subject to **You** having entered the dates that **You** plan to participate in snow sports and these dates are shown on **Your** Certificate of Insurance;

- Skiing Snow (on piste);
- Snowboarding (on piste)

Annual Multi-Trip travel insurance policies include 23 days snow sports cover (on piste only). There is no requirement to enter the dates that **You** plan to participate in snow sports.

#### **TRAVEL ADVICE**

The Australian Government website <u>www.smartraveller</u>. <u>gov.au</u> provides detailed travel advice about all worldwide destinations. It is important that **You** refer to this as the policy may exclude cover if **You** travel to a destination where the government is advising "do not travel".

#### **ONE WAY TRAVEL**

One way travel is defined as any **Trip** where there is no expected date of return to Australia and/or there is no return ticket booked. **You** will be required to nominate **Your** final destination, which will be used as the destination for any medical repatriation or **Curtailment.** In respect of one way travel, cover ceases on the nominated expiry date shown on **Your** Certificate of Insurance.

#### **EXTENDING YOUR POLICY**

Sometimes **You** decide that **You** want to stay overseas longer than **You** had originally intended when **You** bought **Your** travel insurance. **You** can normally extend **Your** 

policy whilst **You** are overseas up to a maximum period of 12 months in total from the date cover first started.

When **You** apply for an extension via **Your** online account, **You** will be asked some questions relating to **Your** health and **Your** duty to take reasonable care not to make a misrepresentation to an Insurer. **Your** answers to these questions will be used to enable **Us** to decide whether **Your** policy can be extended, and the premium which may be charged.

Should a medical condition first present itself prior to the time of issue of the extension it may be considered a **Pre-existing Medical Condition** and therefore may not be covered by the extension. Taking out a longer duration policy up front can avoid this risk. If **Your** policy has expired then **We** may be able to provide cover but **You** would need to apply for a new policy.

#### AUTOMATIC EXTENSION OF COVER

If **You** have not completed **Your** travel before the expiry date of the insurance for reasons which are beyond **Your** control, this insurance will remain in force until completion not exceeding a further 21 days without additional premium. In the event of **You** being hijacked, cover shall continue whilst **You** are subject to the control of the person(s) or their associates making the hijack, and during travel direct to **Your** domicile and/or original destination for a period not exceeding 12 months from the date of the hijack.

#### AUTOMATIC REINSTATEMENT OF SUMS INSURED

The amount **You** are covered for under sections 5 and 6 only as shown in the Schedule of Cover shall be reinstated following the first valid claim under such section. Thereafter the amount payable shall be reduced by the amount of any subsequent valid claims.

#### PERIOD OF INSURANCE

Except as stated below, cover for each separate **Trip** under this insurance starts when **You** leave **Your** home or place of business in **Your Normal Country of Residence** at the start of **Your Trip**, and finishes immediately when **You** return to **Your** home or place of business in **Your Normal Country of Residence** for any reason, or on the nominated expiry date shown on **Your** Certificate of Insurance, whichever is the sooner.

For cancellation only (Section 1), cover starts from the date shown on **Your** Certificate of Insurance or the date **You** book **Your Trip**, whichever is the later. **Personal Money** (Section 6) will be covered from the time of collection from the bank, 72 hours prior to departure or issue of this policy, whichever is the later. If **You** have paid the appropriate Annual Multi-Trip travel insurance premium the overall period of insurance shall be for 12 months starting from the date shown on **Your** Certificate. This insurance then covers an unlimited number of business/leisure **Trips** starting within that period, provided that no single **Trip** is longer than the period stated on **Your** Certificate. However, snow sports are covered up to 23 days in total.

Except as stated elsewhere, cover for each separate **Trip** under this insurance starts when **You** leave **Your** home or place of business in Australia at the start of **Your Trip**, and finishes immediately when **You** return to **Your** home or place of business in Australia for any reason.

If **You** have paid the appropriate Annual Multi-Trip travel insurance premium, **Trips** wholly within Australia are insured if they include at least one overnight stay and a minimum distance of 250kms from **Your** place of residence.

If **You** have paid the appropriate premium for 12 months standard travel insurance, **You** are covered for an unlimited number of return **Trips** to Australia within that period. There is no cover whilst **You** are in Australia.

#### **CURRENCY CONVERSION**

Settlement of claims for expenditure incurred overseas will be made at the rate of conversion applicable at the time of the loss or expense.

#### LIMITS OF COVER

**Our** total liability is limited to the amounts shown in the Schedule of Cover on page 9.

SCHEDULE OF COVER				
SECTION	BENEFIT	PREMIER PLUS (PER PERSON)	EXCESS	
1	Cancellation Fees, Loss Deposits and Curtailment	\$20,000	\$200	
2	Overseas Medical Expenses - Including Emergency Repatrication / Evacuation - Including <b>Relative's</b> Additional Expenses Emergency Dental Treatment Additional Expenses Additional Expenses (Dometic Travel Within Australia)	\$Unlimited* \$750 \$100,000 \$25,000	\$200	
3	Personal Liability	\$5,000,000	\$200	
4	Missed Departures	\$750	\$50	
5	Baggage and <b>Personal Effects</b> Total Limit for <b>Valuables</b> Maximum Per Item, Pair or Set Emergency Purchases	\$5,000 \$500** \$500 \$250	\$200	
6	<b>Personal Money</b> , Travel Tickets and Passports Cash Loss of Passport	\$750 \$150 \$250	\$200	
7	Legal Advice & Expenses	\$10,000	\$200	
8	Travel Delay After 12 hour delay Each subsequent and complete 12 hour period Maximum Payable	\$50 \$25 \$250 \$5,000	Nil	
9	Abandonment of <b>Trip</b> Accidental Death / Disability Benefit	\$10,000	Nil	
10	Hospital Cash Allowance (per day)	\$1,000 (\$50)	Nil	
11	Hijack Benefit (per day)	\$5,000 (\$75)	Nil	
12	Catastrophe Cover	\$1,500	\$200	
13	Car Rental Excess Waiver	\$4,000	Nil	
14	Search and Rescue Expenses	\$10,000	\$200	
15	Resumption of <b>Trip</b>	\$3,000	\$200	
16	Special Events	\$2,000	Nil	
17	Withdrawal of Services (per day)	\$500	Nil	
18	Domestic Services	\$500	Nil	
19	Private Home Nursing	\$5,000	Nil	

Benefit limits are in Australian dollars.

\* Overseas medical expenses and assistance must be incurred within 12 consecutive months from the date the first expense was incurred.

\*\* This limit is increased to \$1,000 in respect of each camera, video camera, laptop, notebook or hand held computer.

Provided **You** have paid the appropriate premium as shown in **Your** travel insurance Certificate, **You** are covered in accordance with the full wording shown herein up to the limits indicated in the Schedule of Cover. The limits apply per person.

#### DEFINITIONS

Listed below are certain words that appear throughout the policy. In all cases they will have the meanings shown below.

<u>Accident</u> means a single sudden and unexpected event, which occurs at an identifiable time and place and which causes unexpected **Bodily Injury** at the time it occurs.

**Bodily Injury** means a specific physical injury caused by an **Accident**. An injury is a **Bodily Injury** only if it is the direct consequence of an **Accident** and is not the accumulation of a series of **Accidents** or traumas and if it is not directly or indirectly caused by, contributed to by and/or aggravated by any physical impairment, defect, degenerative process or infirmity existing prior to the inception of this policy.

**<u>Breakdown</u>** (for the purpose of Section 4) means that the vehicle in which **You** are travelling stops as a result of mechanical or electrical failure due to any cause other than lack of fuel, oil or water.

**Business Colleague** means any person that **You** work closely with whose absence for a period of one or more complete days necessitates the cancellation or **Curtailment** of the **Trip** as certified by a director of the business.

**<u>Curtail/Curtailment/Curtailed</u>** means cutting **Your** planned **Trip** short by early return to **Your Normal Country of Residence**, admission to an overseas hospital as an inpatient or prevention of further travel so that **You** lose the benefit of **Your** pre-paid accommodation.

**Epidemic** means a fast-spreading contagious or infectious disease or **Illness** in an area as documented by a recognised public health authority.

**Excess** means the initial portion of every claim for which **You** will be responsible for. This applies per person per event.

**Illness** means a sickness, disease or malady. Sickness or disease shall not include osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments unless first diagnosed or **Manifesting** itself during the policy period.

**Left Behind** means not taken by the insured person when vacating or leaving any hotel accommodation, restaurant,

cafe, bar or any other **Public Place**.

<u>Manifest/Manifestation/Manifesting</u> means the date when a sickness or disease is reasonably capable of diagnosis by a health care practitioner.

Motor Car Accident (for the purpose of Section 13) means a single sudden and unexpected event involving collision with another vehicle, another road user or stationary object which occurs at an identifiable time and place and causes damage to the hire vehicle.

**Normal Country of Residence** means the country where **You** are permanently residing at the date of issue of the Certificate of Insurance, or where **You** are temporarily residing for a period of more than 3 months and to where **You** will be repatriated if medically necessary except for medical repatriation under a one way travel policy.

Off-Piste means areas that are not:

- a. Groomed terrain;
- b. Marked slopes; or
- c. Trails that are open, maintained, monitored and patrolled by the ski resort.

**Pandemic** means an **Epidemic** that is expected to affect an unusually large number of people or involves an extensive geographic area.

<u>Personal Effects</u> means personal belongings, including clothing worn and personal luggage owned by **You** that **You** take with **You** on **Your Trip**.

**Personal Money** means cash (banknotes and coins), travellers' cheques, postal orders, travel tickets and accommodation vouchers carried by **You** for **Your** personal use.

#### Pre-existing Medical Condition

- Any condition suffered by You, Your travelling companion, any close Relative or anyone upon who the Trip depends at any time that involves:
  - a. Any joints, the back, spine, brain or abdomen; or
  - Your heart, kidneys, circulatory system/blood vessels (problems with blood flow, including strokes, high blood pressure, and cholesterol); or
  - c. Lung, respiratory and/or chronic airways disease;or
  - d. Cancer; or
  - e. Diabetes Mellitus (Type 1 or Type 2)
- Any dental or medical condition suffered by You, Your travelling companion, any close Relative or anyone upon who the Trip depends, in respect of which dental or medical condition You or they have in the last 24 months;

- a. Been in hospital or an emergency department or had day surgery; or
- b. Been prescribed medication or had a change to **Your** or their medication regime; or
- c. Undergone any test, investigations or treatment for any other condition
- Any condition which You are aware or could reasonably be expected to have been aware of, for which, prior to the time of the policy being issued, You or anyone in Your party:
  - a. Has not yet sort a medical opinion regarding the cause; or
  - b. Are currently under investigation to define a diagnosis; or
  - c. Are awaiting specialist opinion

Notwithstanding the above definition, there are certain **Pre-existing Medical Conditions** that **We** may be able to cover for **You** or anyone in **Your** party subject to the completion of **Our** online medical questionnaire.

**<u>Public Place</u>** means any place to which the public has access, except:

- a. A place where only **You**, **Your** travelling companion or **Your** accommodation providers have access, or
- b. The locked storage area of Your accommodation or transport provider after You have given them Your Personal Effects for safe keeping.

<u>**Public Transport**</u> means any aircraft, ship, train, coach or similar mode of transport on which **You** are booked to travel.

**Qualified Nurse** means a nursing professional registered with the appropriate nursing governing body of the country in which they are being treated and licensed to participate in that country.

**Relative** means any of the following who is under 85 years and is resident in Australia or New Zealand; husband or wife (or de facto partner with whom **You** are living permanently at the same address), parent, grandparent, parent-in-law, brother, sister, child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or fiancé(e).

<u>**Travel Carrier**</u> means any airline, cruise or ferry company, railway or coach company licenced for passenger carriage.

<u>**Trip**</u> means any holiday/leisure **Trip** or business **Trip** for which **You** have paid the appropriate premium.

<u>Unattended</u> means leaving Your luggage either with a person You have not previously met or, in a Public Place where it can be taken without Your knowledge or at a distance from which **You** cannot prevent it from being taken.

<u>Valuables</u> means cameras and other photographic equipment; audio and video equipment; computers; all discs, CDs, tapes and cassettes; mobile telephones; other electronic or electrical equipment of any kind; musical instruments; spectacles and/or sunglasses; telescopes and binoculars; works of art; jewellery; watches; furs and items made of or containing precious or semi-precious stones or metals.

We, Us and Our means the Insurer.

You and Your means each person shown in the Certificate of Insurance. Each person is separately insured.

A reference to legislation, statutory order, section, subsidiary instrument or part in this document includes a reference to any replacement or re-enacting or amending or equivalent legislation, statutory order, section, subsidiary instrument or part.

#### SECTION 1: CANCELLATION FEES, LOST DEPOSITS AND CURTAILMENT

We will cover You up to the amount shown in the Schedule of Cover in the event Your Trip is necessarily and unavoidably cancelled prior to departure or Curtailed before completion because of any of the following events first occurring during the period of insurance:

- a. The accidental serious Injury, serious Illness or death of You, Your Relative, Your travelling companion, Your Business Colleague or person with whom You intend to stay at the Trip destination.
- b. Medical complications related to a pregnancy, as certified by **Your** Doctor, where the expected birth is more than 22 weeks after **You** are booked to return home.
- c. Pregnancy that is confirmed during the period of insurance, where the expected birth is less than 22 weeks after **You** are booked to return home.
- d. **Your** receipt of a summons for jury service, being subpoenaed as a court witness or being placed in compulsory quarantine.
- e. **Your** unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.
- f. Your redundancy, provided that You are entitled to payment under the current redundancy payments legislation and that at the time of booking Your Trip You had no reason to believe that You would be made redundant.
- g. Your presence being required to make Your property safe and secure following fire, flood or burglary that

causes serious damage to **Your** home occurring within 48 hours of departure, or whilst **You** are away.

- h. A government regulation following a natural disaster that stops **You** from travelling.
- i. A level 4 warning ("do not travel") issued by the Australian Government on the Smartraveller website (www.smartraveller.gov.au) advising against travel to or through a country which forms a major part of Your itinerary or prevention of access by the government of the country in question. Such advice against travel must be issued after You booked Your Trip or purchased Your policy from Us, whichever is the latter and still be in place 14 days prior to Your scheduled travel to the country in question for this section to respond.

#### FOR CANCELLATION PRE-DEPARTURE:

In the event **You** necessarily cancel **Your** planned **Trip** due to any of the above noted reasons, **You** are covered in respect of either (1) irrecoverable deposits or payments made for unused travel and accommodation paid in advance or contracted to be paid; or (2) at **Our** option, for the additional costs for alternative transport incurred to travel at a later date or by another route to reach **Your** destination.

#### FOR CURTAILMENT POST-DEPARTURE:

You are covered in respect of reasonable additional costs for travel and accommodation, a proportionate refund of unused and irrecoverable travel bookings and the original value of unused airfares which cannot be used excluding airfares for an insured person to return to their **Normal Country of Residence** in the event **You** necessarily **Curtail Your Trip** due to any of the above noted reasons.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. Any expenses that would normally have been incurred during **Your Trip** if there had been no cancellation or **Curtailment** post-departure.
- c. The first \$200 of each and every claim (the **Excess**) applicable to this section.
- d. An **Epidemic**, **Pandemic** or outbreak of an infectious disease or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these.
- e. Any claim arising out of pregnancy where:
  - i. You are travelling against Your doctor's advice;
  - You are expecting to give birth within 22 weeks of completing Your Trip;
  - iii. You are up to 18 weeks gestation at the date the Trip ends;
  - iv. Where complications exist relating to this pregnancy;
  - v. It is a multiple pregnancy;

vi. The pregnancy is the result of assisted reproductive programs.

There is no cover for childbirth at any time; for regular antenatal care or for the care of a newborn child.

- f. Any claim which results from any condition or circumstance known to You at the time of applying for insurance where this condition or circumstance could reasonably be expected to result in the cancellation or Curtailment of Your Trip.
- g. Any cost incurred in respect of visas required in connection with the **Trip**. The provision, loss or subsequent replacement of visas or passports, other than as specifically included under Section 6 hereunder.
- h. Pre-travel inoculations.
- i. Delays or rescheduling by a bus line, airline, shipping line or rail authority.
- j. Your disinclination to travel or Your loss of enjoyment.

#### CONDITIONS

- Frequent flyer or similar flight reward programs claims for points lost due to the cancellation of **Your** airline ticket will be reimbursed based on the nominated cash value for those points given by the reward program operator. We will not provide cover if the loss of such points or their value can be recovered from any other source.
- 2. It is a requirement of this insurance that if **You**;
  - Become aware of any circumstances which make it necessary for You to cancel Your Trip prior to departure, You must advise Your travel providers in writing within 48 hours. The maximum amount We will pay will be limited to the applicable cancellation charges at the time.
  - b. Wish to return home differently to Your original plans and claim any additional costs under this insurance, You must contact Our nominated emergency assistance service and obtain their agreement to the new arrangements. Failure to do so may affect the assessment of Your claim.

Please note: Once a claim is made under Section 1 **Your** travel insurance policy becomes invalid, and another travel insurance policy will need to be purchased for a new **Trip**.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 2: MEDICAL EXPENSES AND ASSISTANCE

We will cover You up to the amount shown in the Schedule of Cover for necessary and reasonable costs incurred as a result of Your Bodily Injury, Illness or death during Your Trip in respect of:

a. Overseas emergency medical, surgical and

hospital treatment and transportation. At the sole discretion of the Insurer, which reserves the right to make the final decision as to whether or not it is medically necessary, this also includes the cost of repatriation to **Your Normal Country of Residence**, by whatever means deemed medically necessary. **You** are also covered for the cost of overseas emergency dental treatment up to the amount shown in the Schedule of Cover following an infection or broken tooth and which the treating dentist certifies in writing is solely required for the immediate relief of sudden and acute onset of pain to healthy, natural teeth. A natural tooth is one that is whole or properly restored (with fillings only).

- b. Additional travel and accommodation expenses (to a level comparable with Your pre-booked travel and accommodation) to enable You to return home if You are unable to continue Your Trip as originally planned and where Your return home is certified by a doctor to be strictly necessary on medical grounds.
- c. Additional travel and accommodation expenses (to a level comparable with Your pre-booked travel and accommodation) in circumstances where it is not medically necessary for You to return home but where You are certified medically unfit to travel and/ or continue Your Trip as originally planned. Such costs must be additional and where Your Illness/ injury causes You to lose the benefit of prepaid accommodation elsewhere.
- d. Additional travel and accommodation expenses (to a level comparable with **Your** pre-booked travel and accommodation) for:
  - i. A travelling companion to stay with **You** and accompany **You** home where their presence is certified by a doctor to be strictly necessary on medical grounds; or
  - ii. A Relative or friend to travel from Your Normal Country of Residence to stay with You and accompany You home where their presence is certified by a doctor to be strictly necessary on medical grounds.
- e. Returning Your remains to Your home or a funeral in the country where You died, up to the equivalent cost of returning Your remains to Your Normal Country of Residence.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section
- c. Medical treatment, dental treatment or ambulance transportation provided in Australia.
- d. Any claim arising out of pregnancy where:
  - i. You are travelling against Your doctor's advice;

- ii. You are expecting to give birth within 22 weeks of completing Your Trip;
- iii. You are up to 18 weeks gestation at the date the Trip ends;
- iv. Where complications exist relating to this pregnancy;
- v. It is a multiple pregnancy;
- vi. The pregnancy is the result of assisted reproductive programs.

There is no cover for childbirth at any time; for regular antenatal care or for the care of a newborn child.

- e. Any treatment or surgery;
  - i. Which is not immediately necessary and can wait until **You** return home.
  - ii. Which in the opinion of **Our** nominated emergency service is considered to be cosmetic, experimental, preventive or elective.
  - Carried out in Your Normal Country of Residence or more than 12 months from the date of the Accident or commencement of Illness.
  - iv. Which is not obtained within the terms of any reciprocal health agreements, wherever such agreements exist.
- f. Exploratory tests unless they are normally conducted as a direct result of the condition which required referral to medical facilities.
- g. Claims related to manual and/or hazardous labour unless declared to and accepted by Us. Claims arising directly or indirectly from, or in any way connected with, You engaging in manual work in conjunction with any profession, business or trade during Your Trip. For the purposes of this exclusion, manual work includes;
  - i. The use of plant, machinery and power tools; and/or
  - ii. Work in the building trades, security, professional sports, emergency services, extracting, manufacturing, forestry, or any work at a height greater than two metres or working at sea or as aircrew.
- h. The additional cost of accommodation in a single or private room, unless it is medically necessary or there is no alternative.
- i. The continued treatment, investigation or medication of a condition that existed or was being treated prior to departure.
- The cost of installing, replacing or repairing false teeth, crowns and bridges or dental work involving the use of precious metals.
- k. Additional accommodation expenses where You claim under Section 1 for forfeited accommodation in the corresponding period due to the injury/Illness giving rise to Your claim.
- I. Treatment after 2 weeks following **Your** consultation by a chiropractor, physiotherapist or dentist unless approved by **Our** nominated emergency assistance service.

m. Any expenses incurred more than 12 months from the time **You** first received treatment for the injury or **Illness**.

#### CONDITIONS

- If You are admitted to hospital and You are likely to remain in hospital for more than 24 hours, You must contact Our nominated emergency assistance service immediately. If You do not, this could mean We could reduce the amount We pay for medical expenses or We could reduce Our cover to reflect the prejudice We have suffered by Your failure to comply with this condition. If You receive medical treatment overseas and costs are likely to exceed A\$1,000, or the equivalent in local currency, You must notify Our nominated emergency assistance service.
- If You have to return to Your Normal Country of Residence under Section 1 (Cancellation and Curtailment), or Section 2 (Medical Expenses and Assistance) Our nominated emergency assistance service must authorise this. If they do not, this could mean that We will not provide cover or We may reduce the amount We pay for Your return home.
- 3. Wherever possible **You** must use medical facilities that entitle **You** to the benefits of any reciprocal health agreements.
- 4. We reserve the right to repatriate You to Your Normal Country of Residence when, in the opinion of the doctor in attendance and Our medical advisers, You are fit to travel.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 3: PERSONAL LIABILITY

We will cover You up to the amount shown in the Schedule of Cover, plus legal costs incurred with **Our** written consent, if You are held legally liable for causing:

- a. Accidental Bodily Injury to someone else, and/or
- Accidental loss or damage to someone else's property, including Your temporary holiday accommodation and its contents.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the Excess) applicable to this section, or the amount as shown in Your Certificate of Insurance if You have selected to vary Your Excess at the time of taking out Your policy.
- c. Any liability arising from loss or damage to property that is;
  - i. Owned by **You** or a member of **Your** family or **Your** travelling companion(s), or
  - ii. In Your care, custody or control, other than

**Your** temporary holiday accommodation and its contents, not owned by **You** or a member of **Your** family or **Your** travelling companion(s).

- d. Any liability for **Bodily Injury**, loss or damage;
  - To Your employees or members of Your family or household or Your travelling companion(s) or to their property.
  - ii. Arising out of or in connection with **Your** trade, profession or business, or assumed under contract.
  - iii. Arising out of the ownership, possession, use or occupation of land or buildings other than temporary holiday accommodation.
  - iv. Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
  - v. Arising out of **Your** criminal, malicious or deliberate acts.
  - vi. Arising out of dangerous sports or pastimes including contact sports unless declared to and accepted by **Us**.

#### CONDITIONS

If something happens that is likely to result in a claim, **You** must immediately notify the claims handlers in writing. **You** must not discuss or negotiate **Your** claim with any third party without the written consent of the claims handlers. Any related correspondence or documentation that **You** receive must be sent immediately, unanswered, to the claims handlers. Failure to comply with this condition could prejudice **Your** claim.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 4: MISSED DEPARTURE/ CONNECTION

We will cover You up to the amount shown in the Schedule of cover for necessary accommodation and travel expenses that You incur in reaching Your destination if You arrive at any departure point shown on Your pre-booked itinerary too late to board the Public Transport on which You are booked to travel as a result of:

- a. The failure of **Public Transport**; or
- b. A road traffic **Accident** or vehicle **Breakdown** delaying the vehicle in which **You** are travelling.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$50 of each and every claim (the **Excess**) applicable to this section.
- c. A claim caused by an event, occurrence or strike if it had started or been announced before **You** arranged

this insurance or booked **Your Trip**, whichever is the latter.

- d. Any claim under this section if **You** have also claimed under Section 8 from the same cause.
- e. Any claim for more than the cost of the original booked **Trip**.

#### CONDITIONS

It is a condition of this insurance that You must:

- 1. Plan to arrive at **Your** departure point in advance of the carrier's earliest scheduled check-in time and provide a written report from the carrier, police or relevant transport authority confirming the delay and stating its cause.
- 2. Obtain a report from repairers if **Your** claim is because of **Breakdown** or **Accident** to **Your** car.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 5: BAGGAGE AND PERSONAL EFFECTS

We will Cover You up to the amounts shown in the Schedule of Cover, after making reasonable allowance for wear, tear and depreciation (as per ATO schedule) for the loss, theft or damage to:

- a. Your Personal Effects
- b. Your Valuables

We will also cover You up to the amount shown in the Schedule of Cover in respect of emergency purchases for the reasonable cost of buying immediate necessities if Your baggage is lost, misdirected or misplaced by a **Travel** Carrier for at least 24 hours on an outward leg of Your **Trip**. You must provide original receipts for the items that You buy. If Your baggage is permanently lost, any amount that We pay for emergency purchases will be deducted from the total claim.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section except for emergency purchases claims.
- More than the amount shown in the Schedule of Cover for any one item, pair or set in respect of **Personal Effects** and **Valuables**. A pair or related set of items is considered one individual item. Examples of individual items include, but are not limited to;
  - i. A camera, lenses (attached or not), tripod & accessories;
  - ii. A phone and cover
  - iii. A laptop and case
  - iv. A matching pair of earrings
- d. Any additional value an item may have had because it

formed part of a pair or set.

- e. Breakage of fragile articles unless caused by fire or by an **Accident** to the aircraft, ship or vehicle in which they are being carried.
- f. Any claim for loss, theft or damage to **Valuables** which have been checked-in and/or transported in the cargo hold of any aircraft, ship, bus, ferry, train or similar transport.
- g. Loss or theft of or damage to;
  - i. Household goods, bicycles, musical instruments, waterborne craft and their fittings of any kind.
  - ii. Motor vehicles, trailers or caravans or any fixtures, fittings or accessories therein or thereon.
  - iii. Watersports and snow sport equipment.
  - iv. Contact or corneal lenses, dentures and hearing aids.
  - v. Business or professional goods, equipment and samples.
  - vi. Property hired or loaned to **You**.
  - vii. **Personal Effects**, **Valuables** or baggage in transit unless reported to the carrier immediately and a written Property Irregularity Report (PIR) is obtained.
  - viii. **Personal Effects** sent by post, freight or any other form of unaccompanied transit.
  - ix. Sports clothes and equipment whilst in use
- h. Damage or loss caused by moth or vermin, atmospheric or weather conditions or by gradual wear and tear in normal use.
- i. Damage caused by any process of cleaning, repair, restoration or alteration.
- j. Damage caused by leakage of power or fluid from containers carried in **Your** baggage.
- k. Mechanical or electrical breakdown or derangement.
- I. More than \$100 in respect of non-prescription sunglasses unless substantiated by the original purchase receipt predating the loss.
- m. Any GST liability or any fine, charge or penalty for which You are liable because of a failure to fully disclose Your input tax credit entitlement to Us.

Please also refer to the General Exclusions and Conditions of this policy as well as the Special Conditions applicable to Sections 5 and 6.

#### SECTION 6: PERSONAL MONEY AND LOSS OF PASSPORT

We will cover You up to the amount shown in the Schedule of Cover for:

- a. Theft of Personal Money
- b. Loss, theft or damage to passport or visas in respect of the cost of emergency replacement or temporary passport or visas obtained whilst abroad including reasonable and receipted travelling and additional accommodation expenses to obtain these documents.

Note: Cover under this section in respect of **Personal Money** starts at the time of collection from the bank, 72 hours prior to the departure or issue of this policy, whichever is the later.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section.
- c. More than the amount shown in the Schedule of Cover in respect of all cash carried by **You** whoever it may belong to.
- d. Any loss resulting from shortages due to error, omission or depreciation in value.

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTIONS 5 AND 6

#### WE WILL NOT COVER YOU FOR:

- a. More than \$250 in total under these sections in respect of loss or theft of **Personal Effects** left **Unattended** in a **Public Place**, including on a beach.
- b. Loss or theft of Valuables, Personal Money, passport and/or any item valued over \$250 unless reported to the police or other relevant authority within 24 hours of discovering the loss and a written report obtained
- c. Valuables, passport and Personal Money stolen from an Unattended motor vehicle, motor home, campervan or caravan.
- d. Loss or theft or damage to Valuables, passports and/ or Personal Money which have been Left Behind, left Unattended in a Public Place (which includes dormitory type accommodation which may be shared with persons not in Your immediate travel party) or otherwise outside Your immediate control and supervision unless in a locked hotel safe (or equivalent facility) or locked in Your private accommodation other than any motor vehicle, motor home, campervan or caravan irrespective of whether such vehicle is acting as Your private accommodation.
- e. Loss of bonds or securities of any kind.
- f. Delay, detention, seizure or confiscation by customs or other officials.
- g. Unauthorised use of travellers cheques and/or credit cards/debit cards.

#### SPECIAL CONDITIONS APPLICABLE TO SECTIONS 5 AND 6

- It is a requirement of this insurance that:
- In the event of a claim, You must retain any damaged items for Our inspection, and provide receipts or other documentation to prove ownership and value, especially in respect of Valuables and any item for

which **You** are claiming more than \$250. Where this is not done **Our** maximum liability in respect of all **Valuables** and / or items valued more than \$250, will be limited to \$250 in total.

 You take care of Your property at all times and take all practical steps to recover any item lost or stolen. Failure to exercise all reasonable care may result in Your claim being reduced or declined.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 7: LEGAL ADVICE AND EXPENSES

We will cover You (or Your Estate) up to the amount shown in the Schedule of Cover for legal fees and expenses incurred with Your solicitor in pursuit of a claim for compensation or damages from a third party who causes Your death or Bodily Injury or Illness during Your Trip.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section.
- c. Any costs and expenses:
  - i. To pursue a claim against any member of **Your** family or travelling companion(s).
  - ii. Incurred without prior written permission from the claims handlers.
  - iii. Which are to be based directly or indirectly on the amount of any award.
  - iv. To pursue a claim as part of or on behalf of a group or organisation.
  - v. If **We** think an action is unlikely to succeed or if **We** think the costs will be greater than any award.
  - vi. To pursue a claim against **Your** tour operator, travel agent, **Us** or **Our** agents.
  - vii. To pursue legal action relating directly or indirectly to medical negligence or any allegation thereof.

#### CONDITIONS

- We will have complete control over the appointment of any solicitor(s) acting on Your behalf and of any legal proceedings.
- 2. We will be entitled to repayment of any amounts paid under this section in the event that **You** are awarded legal costs as part of any judgment or settlement.
- 3. We will be entitled to add any amounts We have paid under this insurance to the claim against the third party and to recover such amounts from any compensation awarded to You.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 8: TRAVEL DELAY AND ABANDONMENT OF TRIP

We will cover You up to the amounts shown in the Schedule of Cover if the arrival of the **Public Transport** on which You are booked to travel is delayed by at least 12 hours.

However, if **Your** departure is delayed for more than 36 hours and **You** choose to abandon **Your Trip** in its entirety, **You** are covered for the irrecoverable cost of the **Trip**, up to the maximum claimable under the abandonment of **Trip** sub-limit.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. An **Epidemic**, **Pandemic** or outbreak of an infectious disease or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these.
- c. For a claim caused by an event, occurrence or strike if it had started or been announced before **You** arranged this insurance or booked **Your Trip**, whichever is the latter.
- d. If **You** fail to check-in on time.
- e. If transport services are withdrawn as the result of a recommendation or instruction from a government authority.
- f. Any claim under this section if **You** have also claimed under Section 4 from the same cause.

#### CONDITIONS

 You must provide a written report from the Travel Carrier(s), police or relevant transport authority confirming the delay and stating its cause.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 9: ACCIDENTAL DEATH / DISABILITY BENEFIT

We will cover You in addition to any medical expenses claim paid under Section 2 for the amount shown in the Schedule of Cover if You have an Accident whilst You are on Your Trip and which is the sole and independent cause of Your death, Permanent Total Disablement, Loss of Sight or Loss of Limb(s) within 12 months of the Accident.

If **You** are aged under 16 at the date of the **Accident**, the amount **You** are covered for in the event of **Your** death is \$2,000.

If **Your** claim is as a result of **Your** participation in any sport/ leisure activity shown in the list of sport/leisure activities on pages 6 and 7 or an activity which has been specifically agreed in writing, the maximum amount payable is \$5,000 per insured.

Payment under this section in respect of all the consequences of an **Accident** shall be limited in total to the amount shown in the Schedule of Cover. In the event of **Your** death within 12 months of the **Accident**, the total payment will be limited to the amount shown for death.

**Permanent Total Disablement** means that for the 12 months following **Your Accident You** are totally unable to work in any occupation for which **You** are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**Loss of Limb(s)** means complete physical loss of a hand or foot or complete loss of use of a hand, arm, foot or leg.

**Loss of Sight** means complete and permanent loss of sight in one or both eyes.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. Claims resulting from motorcycling and quad biking.
- c. Claims arising out of manual and/or hazardous labour.
- d. Claims arising out of disease, **Illness**, self injury or natural causes.
- e. Claims arising out of surgery unless as a direct result of the **Accident**.
- f. A claim for **Permanent Total Disablement** if at the date of the **Accident You** are over the statutory retirement age and are not in full time paid employment.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 10: HOSPITAL CASH ALLOWANCE

We will cover You for the amount shown in the Schedule of Cover for each complete 24 hour period spent receiving inpatient hospital treatment in a country outside Your Normal Country of Residence. This benefit is only available where Your claim has been accepted under Section 2 (Medical Expenses And Assistance) of this policy.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. Any claim which is excluded under the exclusions applicable to Section 2 or where **You** have not complied with relevant policy conditions.
- c. An **Epidemic**, **Pandemic** or outbreak of an infectious disease or any derivative or mutation of such viruses

(or arising directly or indirectly from these) or the threat, or perceived threat, of any of these.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 11: HIJACK BENEFIT

We will cover You for the amount shown in the Schedule of Cover for each full 24 hour period that the **Public Transport** in which You are travelling is hijacked on the original pre-booked outward or return **Trip** for a period in excess of 24 hours.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. Any claim resulting from **Your** voluntary exposure to unnecessary risk or danger.

#### CONDITIONS

It is a condition of the cover provided under this section that You must give Us a written statement from an appropriate authority confirming the hijack and how long it lasted.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 12: CATASTROPHE COVER

We will cover You for the amount shown in the Schedule of Cover in respect of necessary and reasonable additional travel and accommodation expenses incurred in the event that You are forced to move from pre-booked accommodation to continue Your Trip, or if the Trip cannot be continued, to return home as a result of:

- a. Fire, lightning or explosion rendering **Your** pre-booked accommodation uninhabitable.
- b. Local directive from the responsible government or local authority directly affecting the area where **Your** pre-booked accommodation is booked.
- c. Hurricane, storm or other natural disaster that threatens Your safety such that official evacuation orders are issued or that Your pre-booked accommodation is rendered uninhabitable.
- d. Civil unrest, rebellion or war directly affecting the area where **You** are.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section.
- c. An **Epidemic, Pandemic** or outbreak of an infectious disease or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these.

- d. Your own decision not to stay in Your pre-booked accommodation when official directives from local or national authorities state that it is safe and acceptable to do so, unless the government of Your Normal Country of Residence deems otherwise.
- e. Any costs, expenses or compensation payable by or recoverable from a tour operator, airline, hotel or other service provider.
- f. Any extra costs incurred for accommodation or transport of a higher level or fare category than that which **You** originally booked.
- g. Any expenses that would normally have been incurred during **Your Trip**.
- h. Any claim where **You** were travelling against the advice of the government of **Your Normal Country of Residence** or other local or national authorities.
- i. Any claim where the circumstances giving rise to the claim were a matter of public knowledge prior to **Your** departure and/or application for insurance.

Please also refer to the General Exclusions and Conditions of this policy.

### SECTION 13: CAR RENTAL EXCESS WAIVER

We will cover You for the amount shown in the Schedule of Cover for reimbursement of car rental insurance **Excess** or the cost of repairing the rental car, whichever is the lower amount, if You rent a car from a rental company and it is involved in a **Motor Car Accident** as defined whilst You are the driver or it is stolen during the journey. You must provide a copy of the repair account and/or quotation.

This cover does not take the place of rental car insurance and only provides cover in respect of damage to the hire car for which **You** are legally liable up to the applicable section limit.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. Any claim arising directly or indirectly from You operating a rental car in violation of the rental agreement or having a blood alcohol content over any prescribed legal limit for driving (whether the insured person is driving or otherwise but not where the insured person is a passenger in a vehicle or aircraft or other conveyance), or being under the influence of illegal non-prescription drugs, or abusing prescription drugs unless it was prescribed by a doctor and taken in accordance with the doctor's advice.
- c. Any claim arising directly or indirectly from wear, tear, gradual deterioration, insects and vermin, wilful damage by **You** or latent defect/damage.

- d. Any claim resulting from **Your** use of the car without an appropriate licence.
- e. Any claims arising directly or indirectly from **You** hiring a motorcycle, scooter, motor home or campervan.
- f. Any claims arising solely from damage to windows, windscreen or tyres.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 14: SEARCH AND RESCUE EXPENSES

We will cover You up to the amount shown in the Schedule of Cover in respect of costs necessarily and reasonably incurred by official local search and rescue organisations in the locality in which You are in as a result of their:

- a. Searching for You;
- b. Rescuing You;
- c. Recovering **You** if **You** are missing or if **You** have suffered a serious **Accident**.

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section.
- c. Search and rescue costs if it has not been arranged and authorised by a locally based recognised search and rescue facility.
- d. Expenses incurred by persons acting as an informal search and rescue party.
- e. Search and rescue costs that have arisen as a result of **Your** directly or indirectly failing to take heed of any local warning notices about the area in which the need for **Your** search and rescue has arisen or where **You** are travelling unaccompanied.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 15: RESUMPTION OF TRIP

We will cover You up to the amount shown in the Schedule of Cover in respect of flights purchased to resume Your Trip if during the period of insurance:

- a. You are repatriated to Your Normal Country of **Residence** under the provisions of this policy; or
- You have to Curtail Your Trip due to the death, severe injury or serious Illness of Your travelling companion(s);

#### WE WILL NOT COVER YOU FOR:

- a. Any claim which is excluded under the General Exclusions applicable to this policy.
- b. The first \$200 of each and every claim (the **Excess**) applicable to this section.

- c. An **Epidemic, Pandemic** or outbreak of an infectious disease or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these.
- d. Any claim if the return transportation is not arranged through **Our** nominated emergency assistance service.
- e. Any claim if the duration of **Your** original **Trip** was for a period of less than one month from the date of first departure and there is less than fifty per cent (50%) of the original period remaining at the time **You** wish to resume **Your Trip**.
- f. Any claim if the duration of Your original Trip was for a period of more than one month from the date of first departure and there is less than twenty five per cent (25%) of the original period remaining at the time You wish to resume Your Trip.
- g. Any claim if **Your** return overseas to resume **Your Trip** does not occur prior to the original expiry of this policy.

Please also refer to the General Exclusions and Conditions of this policy.

### SECTION 16: SPECIAL EVENTS

We will cover You up to the amount shown in the Schedule of Cover if Your Trip is interrupted by any fortuitous cause outside Your control and You are unable to arrive at Your destination using Your pre-booked travel arrangements in time to attend a pre-arranged wedding, funeral, conference, or sporting event which cannot be delayed as a consequence of Your late arrival.

**We** will reimburse **You** for the reasonable additional cost of using alternative **Public Transport** to arrive at the destination on time.

#### WE WILL NOT COVER YOU FOR:

- a. A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other **Travel Carrier**, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their insolvency of any person, company or organisation they deal with.
- b. A loss that arises directly or indirectly from an act or threat of terrorism.
- c. A loss arising due to You failing to check in on time.

#### CONDITIONS

**You** must obtain a written report from **Your** pre-booked travel provider stating that **You** could not have arrived in time for the special event if **You** had continued with **Your** original travel plans.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 17: WITHDRAWAL OF SERVICES

We will cover You up to the amount shown in the Schedule of Cover if the unforeseeable withdrawal of any of the following services occurs for 48 hours continuously during Your Trip at the pre-booked accommodation at which You are staying:

- a. All water and electrical facilities in Your room;
- b. Waiter services at pre-booked meals;
- c. Kitchen services so that no pre-booked meals are served;
- d. Housekeeping services.

#### WE WILL NOT COVER YOU FOR:

 Events for which You receive a rebate or discount from Your accommodation provider to reflect the withdrawal of services.

#### CONDITIONS

**You** must obtain a written report from the accommodation manager where **You** are staying in support of **Your** claim.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 18: DOMESTIC SERVICES

We will cover You up to the amount shown in the Schedule of Cover for any reasonable housekeeping services provided by a registered housekeeping service business if You have been repatriated to Your Normal Country of Residence under the terms of Section 2 herein and Your Illness or Bodily Injury restricts Your ability to perform Your normal housekeeping duties. These reasonable housekeeping services and costs must be approved by Our nominated claims adjusters.

#### WE WILL NOT COVER YOU FOR:

- a. If **You** do not have a medical certificate confirming **Your** medical condition and verifying the need for private home nursing.
- b. For any claim for services carried out by anyone other than a qualified employee of a registered nursing service provider.

Please also refer to the General Exclusions and Conditions of this policy.

#### SECTION 19: PRIVATE HOME NURSING

We will cover You up to the amount shown in the Schedule of Cover for reasonable costs of private home nursing performed by a **Qualified Nurse** immediately following eligible in-patient medical treatment as a result of suffering an **Illness/Bodily Injury** during the **Trip** and for which **You** required medical intervention resulting in a claim being paid under Section 2 herein. This benefit is only available for nursing on medical recommendation which takes place in **Your** home. It is payable only when all the charges are reasonable and necessary, and are exclusively for exercising nursing skills of a nature which only **Qualified Nurses** are capable of providing, and must immediately result from medical treatment for **Bodily Injury** or **Illness** which has been the subject of a valid claim under Section 2.

#### WE WILL NOT COVER YOU FOR:

- a. If **You** do not have a medical certificate confirming **Your** medical condition and verifying the need for private home nursing.
- b. For any claim for services carried out by anyone other than a qualified employee of a registered nursing service provider.

Please also refer to the General Exclusions and Conditions of this policy.

#### **GENERAL EXCLUSIONS**

We are not liable for any claim arising out of or related to:

- Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Loss, damage or expense incurred as a result of travelling to an area that the Australian Government has advised "do not travel" on the Smartraveller website (<u>www.smartraveller.gov.au</u>).
- Loss, damage, expense or indemnity directly or indirectly resulting from or attributable to the use, or threat of use, of any pathogenic or poisonous chemical biological, bio-chemical materials, nuclear reaction, radiation or radioactive contamination, or any weapon or device employing atomic or nuclear fission or fusion of any nature.
- Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other flying objects travelling at sonic or supersonic speeds.
- 5. Any loss, damage, expense, indemnity or benefit under any section other than Sections 2, 9, & 10 that is contributed to or caused by the failure (or fear of failure) of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date or to continue to function correctly beyond that date.
- 6. **You** travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

- 7. Suicide or attempted suicide, intentional self injury or putting yourself in danger (except in an attempt to save human life).
- You sitting on any balcony railing; jumping from or climbing on or over any balcony, railing, ledge, wall, cliff or bridge, regardless of its height.
- Anxiety, depression, mental **Illness** or stress suffered by **You**, a **Relative** or another person (unless specifically referred to on **Your** Certificate of Insurance as covered), or referred to and diagnosed by a registered psychiatrist or psychologist as a new condition (i.e. not a **Pre-existing Medical Condition**); and, for cancellation claims under Section 1:
  - **a.** You are certified as unfit to travel by the treating registered psychiatrist or psychologist; or
  - b. The treating registered psychiatrist or psychologist certifies that it was medically necessary for You to amend or cancel Your Trip to assist a Relative or another person.
- 10. Sexually transmitted diseases.
- 11. Having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs unless it was prescribed by a doctor and taken in accordance with the doctors advice.
- 12. Your participation in any sport not shown in the list of sport/leisure activities on pages 6 and 7 without the prior agreement of the Insurer, or, as a professional sports person (i.e. where **You** the insured receives any form of remuneration for **Your** participation in sport by way of wages, endorsements, sponsorship or prize monies). Competing as a representative at state or national level competition may only be included after declaration to and acceptance by the Insurer. You are deemed to be competing as a representative at state or national level competition if You are participating as an athlete in a competition as a member of an official State or Australian team, endorsed by the relevant Australia Sports Commission (ASC) recognised national sporting organisation (NSO), or a school sport Australia member body. You are also not covered for Your participation in any sports shown in the list of sport/leisure activities on pages 6 and 7 if You have not taken out a Chase Underwriting policy for the full duration of Your Trip.
- 13. Snow sports, other than curling, tobogganing and recreational ice-skating, unless You have entered the dates when You plan to participate in snow sports and these dates are shown on Your Certificate of Insurance. At no time, however, is cover granted for Off-Piste snow sports activities, ski, snowboard, snow blade or skibob racing in competitive major events, ski jumping, ice-hockey or the use of skeletons or bobsleighs.

- 14. Scuba diving if **You** are;
  - i. Not qualified for the dive undertaken or accompanied by a properly qualified instructor, or
  - ii. Diving to a greater depth than 10 metres
  - iii. Diving alone
  - iv. Diving on or in wrecks or cave or ice diving
- 15. Racing of any kind (other than on foot), unless the activity is specifically included in the sports/leisure activities section shown on pages 6 and 7.
- 16. Competitive and non-competitive mountain biking jumps or downhill.
- 17. Taking part in civil commotions or riots of any kind.
- 18. Any consequential loss of any kind, except as may be specifically provided for in this insurance.
- 19. Breaking or failing to comply with any law whatsoever.
- 20. Any financial incapacity or undertaking, whether directly or indirectly related to the claim.
- 21. The bankruptcy, negligence, default or insolvency of a tour operator, travel agent, transport company or accommodation supplier other than as specifically included hereunder.
- 22. A tour operator failing to supply advertised facilities.
- 23. **You** breaking or failing to comply with any government regulation or act.
- 24. **Pre-existing Medical Conditions** of **You**, **Your** travelling companion(s) (unless specifically agreed by **Us** in writing), any close **Relative** or any other person or where **You** or **Your** travelling companion(s) are travelling against medical advice.
- 25. Being in control of a motorcycle without a current Australian motorcycle licence, or **You** are a passenger travelling on a motorcycle that is in the control of a person who does not hold a current motorcycle licence valid for the country **You** are travelling in.
- 26. Being in control of a moped or scooter without a current Australian motorcycle or drivers licence, or **You** are a passenger travelling on a moped or scooter that is in the control of a person who does not hold a current motorcycle or drivers licence valid for the country **You** are travelling in.
- 27. Using a vehicle that is not primarily designed for onroad use, such as, but not limited to all-terrain vehicles and quad bikes. Cover for riding a quad bike is included if provided by a licenced commercial operator.
- An event that occurs in a country/geographical area for which You have not purchased insurance with Us.
- 29. Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) or AIDS Related Complex (ARC).
- 30. Errors or omissions in Your booking arrangements, Your failure to obtain appropriate passports and/or visas and/ or prevention of access by the government of a country into which You wish to enter.

- 31. Where **You** are planning to be in the United States of America for more than 364 days.
- 32. If Your claim arises directly or indirectly from, or is in any way connected with, You engaging in manual work in conjunction with any profession, business or trade during Your Trip. For the purposes of this exclusion, manual work includes;
  - i. The use of plant, machinery and power tools; and/or
  - Work in the building trades, security, professional sports, emergency services, extracting, manufacturing, forestry, or any work at a height greater than two metres or working at sea or as aircrew.
- Losses occurring within 48 hours of the policy commencement date if You have purchased Your insurance outside of Australia.
- 34. Not observing all safety warnings and advice about adverse weather and terrain conditions.
- 35. You not doing everything You can to reduce Your loss as much as possible.
- 36. The cost of medication in use at the time the Trip began or the cost for maintaining a course of treatment You were on prior to the start of the Trip.
- 37. Or involving a benefit, loss, cost or expense to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing the insurance including, but not limited to, any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.
- 38. Or involving a benefit, loss, cost or expense where providing such cover would result in **Us** contravening: the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any succeeding or similar legislation to those acts in Australia; or the laws of any other jurisdiction in that jurisdiction.

#### **GENERAL CONDITIONS**

1. Under Your duty to take reasonable care not to make a misrepresentation You must tell Us as soon as possible about any change in risk which affects Your policy, including You, a person You are travelling with, a close Business Colleague or Relative receiving confirmation of a new or changed medical condition or currently being under medical investigation, change in sporting activity or leisure activities You intend to participate in during Your Trip or any additional person(s) to be insured under this policy. We have the right to re-assess Your coverage, policy terms and/or premium after You have advised Us of any material fact. If You do not advise Us of any change then any related claim may be reduced or rejected or **Your** policy may become invalid.

- 2. You must tell Us if Your plans for Your Trip include travel to areas affected or threatened by war or similar risks as set out in General Exclusion 1. We reserve the right not to cover such risk or, if We will cover them, to apply special terms or conditions and/or charge an additional premium as We think appropriate. No cover for such risks shall attach unless You accept such terms, including any additional premium, before You depart.
- 3. You must advise the claims handlers of any possible claim within 31 days of Your return home. You must supply them with full details of all the circumstances and any other information and documents We may require.
- 4. You must keep any damaged articles that You wish to claim for and, if requested, send them to the claims handlers at Your own expense. If We pay a claim for the full value of an article, it will become Our property.
- You must agree to have medical examination(s) if required. In the event of death, We are entitled to have a postmortem examination. All such examinations will be at Our expense.
- You must assist Us to obtain or pursue a recovery or contribution from any third party or other insurers by providing all necessary details and by completing any forms.
- You must pay Us back within 1 month of demand any amounts that We have paid on Your behalf that are not covered by this insurance.
- 8. We, or third parties acting on **Our** behalf such as **Our** nominated emergency assistance service, may be required to incur expenses in responding to a notification by You, Your travelling companion or treating hospital of a claim under Section 2 (Medical Expenses and Assistance). The expenses may include, but are not limited to, medical and hospital expenses, ambulance costs, evacuation, repatriation and other transport costs. These expenses may be incurred in an emergency or in time critical circumstances where We have not, at that point, had the opportunity to determine indemnity or cover under this travel insurance. In such circumstances. We may require You, or someone on Your behalf, to enter into a guarantee, guaranteeing the repayment to any expenses that We later determine are not covered by this travel insurance. Where We subsequently determine that **Your** claim is not covered by this travel insurance, We can rely on the guarantee to secure repayment to **Us** of the total value of the expenses incurred and not covered, and such repayment will be payable within 1 month of demand.

- You must take all reasonable steps to avoid or minimise any loss that might result in You making a claim under this insurance.
- 10. **You** must comply with all the terms, provisions, conditions and endorsements of this insurance. Failure to do so may result in a claim being declined.
- 11. Except for claims under Sections 8, 9 and 10, this insurance shall only be liable for its proportionate share of any loss or damage that is covered by any other insurance.
- 12. We may take action in Your name but at Our own expense to recover for Our benefit the amount of any payment made under this insurance.
- We may at Our option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged, or by issuing You with a credit voucher.
- 14. This insurance is non-transferable. If a **Trip** is cancelled for any reason other than that described in Section 1 then the cover for that **Trip** terminates immediately and no refund of premium in whole or part will be made.
- 15. You must agree to have a blood alcohol and/or breath analysis where local laws permit, where it is necessary for **Us** to assess **Your** claim.
- 16. If **You** or anyone acting on **Your** behalf makes any claim knowing it to be false or fraudulent in any way then this insurance shall become void, premiums non-refundable and all claims shall be forfeited.
- 17. If the insured **Trip** is **Curtailed** for any reason covered under this policy and the insured does not hold a ticket for onward travel to their nominated final destination in the case of one-way travel or a ticket for return travel is their **Normal Country of Residence** in the case of a return **Trip**, the insurer reserves the right to deduct the cost of a one way ticket per traveller to their ultimate destination. Travel to be comparable to the insured's pre-booked travel arrangements.

#### WHAT TO DO IN A MEDICAL EMERGENCY

The emergency assistance service is available 24 hours a day, 365 days a year for assistance with medical emergencies. Please note that this is not for casual enquiries.

**You** must notify **Our** nominated emergency assistance service immediately of any serious **Illness** or injury whilst abroad which necessitates admittance to a hospital as an inpatient, or before any arrangements are made for repatriation. A travelling companion may do this for **You** although most hospitals have a set procedure in place.

The emergency service is able to liaise with doctors and hospitals, worldwide to guarantee medical expenses, if medically necessary to arrange emergency repatriation with a medical escort, to give guidance and help to other members of the party, or to pass a message to **Relatives**.

This insurance does not cover treatment or surgery which in the opinion of the Insurer is not essential or can reasonably be delayed until **You** return to **Your Normal Country of Residence**.

Failure to notify **Our** nominated emergency assistance service in accordance with the terms stated above may result in the amount payable under **Your** claim being reduced.

Please have the following information available when calling the emergency service:

- Your Certificate of Insurance number
- Dates of outward and inward travel
- Details of the problem including the name and address of patient and nature of **Illness/Accident**
- Name and telephone number of hospital and attending doctor
- Details of usual doctor/general practitioner.

For emergency assistance contact:

- P: +61 (0) 2 9312 5168
- E: <u>assistance@global24.com.au</u>

#### **HOW TO MAKE A CLAIM**

Any occurrence or loss, which may give rise to a claim, should be advised to **Our** appointed claims handlers, Corporate Services Network Pty Ltd (CSN).

The most efficient way to lodge **Your** claim is online. Online lodgment also provides **You** with the ability to track the progress of **Your** claim.

Please visit <a href="https://travel.csnet.com.au">https://travel.csnet.com.au</a> and follow these steps;

- 1. Register with Your email address
- 2. Once registered **You** will receive an email to guide **You** to set up **Your** password.
- 3. Once **You** have logged in, complete **Your** claim details by answering all sections and submit **Your** claim.
- 4. Your claim will be assessed within 10 business days. We will let You know if any further information/ documentation is required.

Alternatively, **You** can contact CSN during normal office hours 09:00 to 17:00 Monday to Friday Australian Eastern Standard Time on the details shown below. Please provide **Your** name, address, telephone number, Certificate of Insurance number and a brief description as to the nature of the claim.

Corporate Network Services Pty Ltd Chase Underwriting Claims Department GPO Box 4276 Sydney New South Wales, Australia 2001 P: +61 (0) 2 8256 1770 E: claims@csnet.com.au

If medical attention has been received **You** should pay and obtain receipted accounts together with a certificate showing the nature of the injury or **Illness**.

In NO event should a claim be notified later than 31 days after the expiry of the **Trip** during which the claim occurred.

Important: Any loss or damage to baggage whilst in the custody of **Travel Carriers** (airline, bus company etc) must be notified as soon as practicable in writing to such carriers, but in any event within 3 days, and a Property Irregularity Report (PIR) obtained.

### **GENERAL POLICY ENQUIRIES**

Travel Insuranz is an online Insurer and **We** communicate by email, this helps to provide a more efficient service and ensures a formal response.

Please email **Us** at <u>travel@travelinsuranz.com.au</u> and **We** will respond within 1 business day.

#### SERVICE OF SUIT

The Underwriters accepting this insurance agree that:

 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;

Any summons notice or process to be served upon the Underwriters may be served upon:

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

whom have authority to accept service on the Underwriters behalf;

2. If a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such court or any competent appellate court.

# PART 3 - FINANCIAL SERVICES GUIDE (FSG)

This FSG provides important information about the financial services offered by Chase Underwriting trading as Travel Insuranz. It contains information about remuneration that may be paid to Chase Underwriting and their employees in relation to the financial services offered and information about how complaints are addressed.

#### ABOUT CHASE UNDERWRITING PTY LTD

Chase Underwriting Pty Ltd (ABN 50 156 554 808) AFS License No 454344 of PO Box 348, South Melbourne VIC 3205 is an Australian Financial Services Licensee (AFS Licensee) and is authorised by ASIC to issue, deal in and provide general advice on general insurance products.

Chase Underwriting has been authorised by the Insurer to act on its behalf in arranging, issuing, varying, cancelling and providing general advice in relation to the Insurer's Travel Insurance products. Chase Underwriting will issue Certificates of Insurance under a binding authority with the Insurer. Chase Underwriting has a binding authority which means it can enter into, vary or cancel these products without reference to the Insurer provided it acts within the binding authority. Chase Underwriting acts for the Insurer and not **You**.

#### HOW ARE WE REMUNERATED?

Chase Underwriting, trading as Travel Insuranz, receives a proportion of the premium from the Insurer for arranging and issuing insurance on their behalf. This amount is calculated as a percentage of the base premium (excluding taxes, stamp duty, GST or other fees). **Our** employees are paid a salary, however they may be paid a bonus based on the performance of the business.

If **You** are referred to Travel Insuranz, the affiliate who refers **You** may receive a referral commission. This is calculated as a percentage of the base premium. This is at no extra cost to **You**. If **You** would like more information about the remuneration that Chase Underwriting receive for the insurance services **We** provide, **You** should contact **Us** within a reasonable time of being given this Financial Services Guide, and before **You** receive any of the financial services detailed in this Guide.

#### **PRIVACY NOTICE**

To arrange and manage **Your** travel insurance, **We** (in this Privacy Notice "**We**", "**Our**" and "**Us**" includes Chase Underwriting trading as Travel Insuranz and its duly authorised representatives) collect personal information including sensitive information from **You** and those authorised by **You** such as: **Your** family members; travelling companions; tour organisers; **Your** doctors; hospitals; as well as from others **We** consider necessary including **Our** agents. Any personal information provided to **Us** is used by **Us** to evaluate and arrange **Your** travel insurance.

We also use it to administer and provide the insurance services and manage Your and Our rights and obligations in relation to those insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing, conducting customer research and analytics in relation to all of Our products and services. In addition, We may collect, use and disclose it for IT systems maintenance and development, recovery against third parties and for other purposes with Your consent or where authorised by law. This personal information may be disclosed to third parties involved in the above process, such as travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage and data handling providers, legal and other professional advisers, Your agents and Our related and group companies.

Some of these third parties may be located in other countries. Unless **You** opt out, **We** may contact **You** on an ongoing basis by electronic messages (including email), online and via other means with promotional material and offers of products or services that **We** consider may be relevant and of interest to **You**. If **You** do not want to receive such offers from **Us You** can opt out at any time by emailing **Us** at travel@travelinsuranz.com.au.

When **You** provide personal information about other individuals, **We** and **Our** agents rely on **You** to have made or make them aware:

- That You will or may provide their personal information to Us;
- Of the types of third parties to whom the personal information may be provided to;
- Of the relevant purposes We and the third parties We will disclose it to, will use it for;
- Of how they can access it; and
- Of the other matters in this Privacy Notice.

We rely on You to have obtained their consent on these matters. If You do not, You must tell Us before You provide the relevant information. You can seek access to and correct Your personal information via Our website.

You may not access or correct personal information of others unless You have been authorised by their express consent or otherwise under law, or unless they are Your dependants under 16 years of age. If You have a complaint about Your privacy, please contact <u>privacy@chaseunderwriting.com.au</u> or You can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

## PART 3 - FINANCIAL SERVICES GUIDE (FSG)

For more information about **Our** handling of personal information, including further details about access, correction and complaints, please see **Our** privacy policy available on request or via <u>www.travelinsuranz.com.au.</u> If **You** do not agree to the above or will not provide **Us** with personal information, **We** may not be able to provide **You** with **Our** services or products or may not be able to process **Your** application nor issue **You** with a policy.

In cases where **We** do not agree to give **You** access to some personal information, **We** will give **You** reasons why.

#### **GENERAL ADVICE WARNING**

The advice provided by Travel Insuranz is of a general nature only and does not take into account **Your** financial situation, needs and/ or objectives. **You** should carefully read the entire document to ensure that the policy is appropriate for **You**.

#### PROFESSIONAL INDEMNITY INSURANCE ARRANGEMENTS

We and **Our** representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to **Our** representatives/ employees who no longer work for **Us** (but who did at the time of the relevant conduct).

#### WHAT SHOULD I DO IF I HAVE A COMPLAINT?

Please refer to page 4, "Complaints or Disputes".

Chase Underwriting authorised the Financial Services Guide in this document. The Insurer authorised the Product Disclosure Statement in this document.

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Trave

Combined Product Disclosure Statement, Policy Wording and Financial Services Guide - Version 4.1



Combined Product Disclosure Statement, Policy Wording and Financial Services Guide - Version 4.1