



# Travel Insurance

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## Policy Wording

*[sportscover.com](https://sportscover.com)*

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# Product Disclosure Statement

## Date prepared

This Product Disclosure Statement is effective 1 September 2012.

## About this Product Disclosure Statement

A Product Disclosure Statement (PDS) is a document required by the Corporations Act 2001 (Cth) and contains information designed to help You decide whether to buy the policy.

This PDS sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure You understand it and that it meets Your needs.

This PDS, together with the Policy Wording and The Schedule and any written endorsements by us make up Your contract with the Insurer. Please retain these documents in a safe place.

## About the available covers

Covers trips for Business, Sports and Leisure for up to 90 days duration.

Provides cover for worldwide destinations, including international and interstate trips.

The policy duration is 12 months from the date of issue unless We note in The Schedule otherwise.

## Understanding the PDS and its important terms and conditions

To properly understand this PDS' significant features, benefits and risks, You need to carefully read:

About types of cover and benefits in the "Summary of Benefits" page 4 and the relevant sections of the PDS applicable to the cover You choose - including any endorsements We may have agreed to include. Please remember certain words have special meanings – see "Words with Special Meanings" pages 11 to 13);

When "We Will Not Pay" a claim under each Section of "Policy Cover" and "General Exclusions Applicable to all Sections" pages 36 to 38 (this restricts the cover and benefits)

- "Claims" pages 38 to 40 (this sets out certain obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim).

## Applying for cover

### How to Apply for Insurance

Complete the application form and forward it to Your Sportscover Accredited Broker.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the PDS, the Policy Wording and attach The Schedule to it.

This PDS sets out the cover We are able to provide You with. You need to decide if the benefit limit, type and level of cover are appropriate for You and will cover Your potential loss.

If You have any queries or want further information about the policy, please contact your Broker or Sportscover.

## About Your premium

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by instalments in some circumstances. Your total premium includes all Government charges that are shown separately on The Schedule.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

## How to Make a Claim

If You wish to make a claim please contact Us on 1300 134 956 or send all Your claim details to:

## **Sportscover Travel Claims**

Locked Bag 6003

Whealers Hill Victoria Australia, 3150

## **Taxation**

All Government Taxes and charges are shown separately on The Schedule. Details about the GST are shown in the Policy Wording.

## **The Issuer**

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of Level 1, 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from Certain Underwriters at Lloyd's.

You can contact Sportscover Australia Pty Ltd by:

**Telephone:** (03) 8562 9100

**Fax:** (03) 8562 9111

**Email:** [asiapac@sportscover.com](mailto:asiapac@sportscover.com)

**In Writing:** Level 1, 271-273 Wellington Road, Mulgrave, Vic 3170

## **Summary of Benefits**

This is only a summary of the benefits. Please read the PDS carefully for the complete details of what "We Will Pay" and what "We Will Not Pay" and which types of cover are provided under each Plan. Importantly, please note that exclusions do apply as well as limits to cover.

## **Medical Expenses Incurred Overseas (see Section 1A)**

Medical, emergency dental, hospital and ambulance costs and when agreed by us, medical evacuation home or to the nearest appropriate medical facility. Includes funeral and repatriation of mortal remains.

## **Additional Expenses (see Section 1B)**

Expenses You incur due to You not being able to continue Your travel due to an injury or illness of

Your's or a member of Your Travelling Party. Also expenses You incur if Your transport is delayed due to severe weather or accident.

## **Cancellation Costs (see Section 2)**

Financial loss due to unforeseen cancellation of prepaid travel and accommodation arrangements. Includes conference/course fees, travel agency cancellation fees and loss of frequent flyer or equivalent points.

## **Rental Vehicle (see Section 3)**

Cover for the Rental Vehicle Excess if You have an accident or Your vehicle is stolen, including costs to return a vehicle if You are unfit to do so.

## **Accidental Death, Permanent Disability and Loss of Income (see Section 4)**

Payment to Your estate for accidental death, payment to You for major permanent injuries and payments for Loss of Income following an injury.

## **Luggage and Personal Effects (see Section 5)**

Accidental loss, damage or theft of Your possessions. Includes emergency expenses if Your luggage is delayed and losses due to fraudulent use of lost or stolen credit cards, travellers cheques. Note: Exclusions apply to Luggage and Personal Effects stolen from a vehicle.

## **Personal Liability (see Section 6)**

Protection for You being legally liable for injuring other people or causing damage to their property, including legal defence costs.

## **Kidnap, Ransom & Extortion (see Section 7)**

Payment in the event an Insured Person is Kidnapped whilst on a Journey

## **Hijack and Detention (see Section 8)**

Payment made if an Insured Person is forcibly detained in a Hijacking or by a Government or State Authority

### **Significant Risks**

The Policy will not provide cover in some circumstances. You should read the Policy exclusions for full details. Some of the main exclusions are losses caused by or resulting from:

Self-infliction

War and terrorism

Aerial activities

Being under the influence of drugs or alcohol

Criminal acts

Psychiatric or psychological disorder

Contamination by radioactivity

Pre-existing conditions

Medical expenses incurred within Australia Claims arising from travel within the State an Insured Person resides in.

### **Excess Period/Excess Payable**

In some circumstances, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

### **Updating the PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us.)

## General Insurance Code of Practice

Sportscover Australia and Underwriters at Lloyd's are proud supporters of the General Insurance Code of Practice. Together with Lloyd's we aim to provide high quality service to Australian Policy holders in all aspects of interaction with them. A copy of this Code can be found at <http://codeofpractice.com.au>.

## Complaints and Dispute Resolution

In accordance with the Code of Practice, we established procedures for dealing with complaints and disputes regarding your policy or claim. All policyholders can take advantage of our complaints service.

### Step 1

Any enquiry or complaints relating to our policies or claim should be addressed to:

**Sportscover Australia Pty Ltd**

Compliance Department

Locked Bag 6003

Wheelers Hill Victoria 3150

Or

**Email:** [idr@sportscover.com](mailto:idr@sportscover.com)

We will review your complaint and respond to this within 15 business days from receipt of the complaint provided we have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, we will agree to reasonable alternative timeframes with you.

### Step 2

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

**Lloyd's Australia Limited**

Level 9

1 O'Connell Street

Sydney NSW 2000

Telephone: (02) 8298 0700

Fax: (02) 8298 0788

Or

**Email:** [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

### Step 3

At any point, you may contact the Australian Financial Complaints Authority (AFCA) to request assistance with your complaint. If after consideration by Sportscover and the Lloyd's Underwriters' General Representative in Australia you are not satisfied, AFCA will review the complaint with a final determination which is binding on Sportscover.

You may contact the **Australian Financial Complaints Authority (AFCA)** at:

**Postal address:** Australian Financial Complaints Authority  
GPO Box 3  
  
Melbourne VIC 3001  
  
(Australia)

**Hours:** 9am - 5pm Melbourne time weekdays

**Telephone:** 1800 931 678

**Email:** [info@afc.org.au](mailto:info@afc.org.au)

**Website:** [www.afc.org.au](http://www.afc.org.au)

## Privacy

The Privacy Act 1988 and its amendments seeks to ensure the confidentiality, accuracy and security of any personal information we may collect, use or disclose.

The Sportscover Australia Privacy Policy, details how we will comply with our Privacy obligations regarding personal information we hold, use or collect. It is available on request and can be accessed on the Sportscover Website [www.sportscover.com](http://www.sportscover.com).

You have the right to access and correct Your personal information held by Sportscover Australia Pty Ltd. If You would like to do this, please contact Sportscover Australia Pty Ltd on 03 8562 9100. Further information regarding this process can be found on the Sportscover Australia website.

## Insurer

The Policy is underwritten by certain Underwriters at Lloyd's.

## Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in The Schedule and wording for events occurring during the Period of Insurance shown on Your Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Schedule.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section(s) headed 'General Conditions' apply to this Policy.



## Your Policy

Your Policy consists of the Policy Terms and Conditions in this document and The Schedule You receive. Please read Your Policy carefully, and satisfy yourself that it provides all the cover You require.

If You want more information about any part of Your Policy, please call Your broker or contact Us via [www.sportscover.com](http://www.sportscover.com)

It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

## Excess

In some circumstances, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

For the purpose of this condition the term "claim" shall be understood to mean any and all claims which are within the scope of this Policy and which arise by reason of the same act, error or omission.

## Other interested parties

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Schedule.

## Paying Your Premium

You must pay Your premium prior to the commencement of this Policy or by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

## Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

## Fraudulent Claim

If the Insured shall make any application for indemnity under this policy knowing that such application for indemnity is false or fraudulent, the Insured's right to indemnity in respect of such Claim shall be void.

## Subrogation

We may, at Our discretion undertake in Your name and on Your behalf, control and settlement of proceedings for Our own benefit in Our name to recover compensation or secure indemnity from any party in respect of anything covered by this Policy. You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which We may become entitled or subrogated, upon us paying Your claim under this Policy regardless of whether We have yet paid Your claim and whether or not the amount We pay You is less than full compensation for Your loss. These rights exist regardless of whether Your claim is paid under a non-indemnity or an indemnity clause of this Policy.

## Recovery

We will apply any money We recover from someone else under a right of subrogation in the following order:

1. To us, Our administration and legal costs arising from the recovery.
2. To us, an amount equal to the amount that We paid to You under the policy.
3. To You, Your uninsured loss (less Your excess).
4. To You, Your excess.

## Other Insurance

If any loss, damage or liability covered under this policy is covered by another insurance policy, You must give us details. If You make a claim under one insurance policy and You are paid the full amount of Your claim, You cannot make a claim under the other policy.

If You make a claim under another insurance policy and You are not paid the full amount of Your claim, We will make up the difference. We may seek contribution from Your other Insurer. You must give us any information We reasonably ask for to help us make a claim from Your other Insurer.

If another Policy is held with Sportscover paying similar benefits or compensation, the maximum We shall pay in the event of any one claim will be the higher of the Policy limits under those policies but shall only be payable once.

## Currency

All premiums and Claims (if any) are payable at the place and in the currency of the country where the policy was issued.

## Proper Law of the Policy

This insurance shall be governed by the law of the territory, state or country in which the Policy was issued

and whose courts shall have jurisdiction in any dispute arising hereunder. For the purpose of this condition the place of issue in The Schedule shall be conclusive.

## Cancellation

This policy may be cancelled at any time at the request of the Insured in which case We will retain premium calculated at Our short period rate for the time the policy has been in force. We shall not make any refund to You if any claims have been paid under the Policy. We may cancel this policy in accordance with the Insurance Contracts Act 1984 (as amended).

## Words with special meanings

Throughout the Policy there are words that have special meanings. These words are:

**Accident** means an unexpected, unintended, unforeseeable event causing injury. The Accident must happen while You are on Your Journey and covered under the Policy.

**Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof.

**AICD/ICD** means an implantable cardioverter-defibrillator (ICD), also known as an automated implantable cardioverter-defibrillator (AICD).

**Applicable limit** means the sum insured specified in The Schedule.

**Carrier or Carriers** means an aircraft, vehicle, train, vessel or other public transport operated under a license for the purposes of transporting passengers. This definition excludes taxis.

**Chronic** means a persistent and lasting condition in medicine. We do not consider that chronic pain has to be 'constant' pain, however in many situations it has a pattern of relapse and remission. The pain, disease or medical issue may be long lasting, recurrent (occurred on more than 2 occasions) or characterised by long suffering.

**Dependent Child/Children** means Your children not in full time employment who are under the age of 21 and are travelling with You on the Journey.

**Employee** means any person that the Insured has the right to direct and who is engaged under a contract of service or apprenticeship and includes both statutory and common law Employees

**Epidemic** means a sudden development and rapid spreading of a contagious disease in a region where it developed in a simply endemic state or within a previously unscathed community.

**Excess** means the amount which You must first pay for each claim arising from the one event before a claim can be made under Your policy.

**Family** means You, and Your Spouse and Dependent Children travelling with You on a Journey.

**Financial Default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

**Home** means Your usual place of residence in Australia.

**Injury** means a bodily injury caused solely and directly by violent, accidental, visible and external means, during Your Journey and which does not result from any illness, sickness or disease.

**Journey** means the time from when You leave Your home to go directly to the place You depart from on Your travels and ends when You return to Your home. The maximum Journey duration under this

Policy is 90 days and the Journey must occur during the Period of Insurance noted on The Schedule and be for the purposes of the Sport or Business noted in The Schedule. The Journey must involve interstate or overseas travel.

**Luggage and Personal Effects** means any personal items owned by You and that You take with You or buy on Your journey and which are designed to be worn or carried about with You. This includes items of clothing, personal jewellery, photographic and video equipment or personal computers, or electrical devices or portable equipment. However, it does not mean any business samples or items that You intend to trade.

**Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to You by blood or marriage.

**Overseas** means in any country other than Australia.

**Pandemic** means a form of an Epidemic that extends throughout an entire continent, even the entire human race.

**Pre-existing Medical Condition** means:

a terminal condition diagnosed prior to the commencement of a Journey or any Chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

- (a) has received daily medical treatment or medication in the 60 days immediately prior to the commencement of a Journey; or
- (b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the commencement of a Journey.

This definition applies to You, Your Travelling Party or a Relative.

**Public Place** means any place that the public has access to, including but not limited to planes, trains, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private carparks, public toilets and general access areas.

**Reasonable** means for medical or dental expenses, the standard level of care given in the country You are in or, for other expenses, the standard level You have booked for the rest of Your Journey or, as determined by us.

**Relative** means any of the following who is under 85 years of age and who is resident in Australia or New Zealand. It means Your or a member of Your Travelling party's spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, step-parent, step-son, step-daughter, fiancé or fiancée, or guardian.

**Rental Vehicle** means a rented sedan, campervan, hatchback or station-wagon, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company for the sole purpose of carrying the Insured Person and their Travelling Party on public roadways. It shall not include any other type of vehicle or vehicle use.

**Resident** means someone who currently resides in Australia and is eligible for an Australian Medicare Card.

**Sick** or **Sickness** means a medical condition, not being an injury, which first occurs during Your Journey.

**Spouse** means the husband or wife or any de facto partner with whom the Insured Person has continuously lived during the 3 months immediately prior to the commencement date of the Travel.

**Sudden Illness** or **Serious Injury** means a condition which first occurs during Your Journey and which necessitates treatment by a Medical Practitioner and which results in You or any other person to which this insurance applies being certified by that Medical Practitioner at the time as being unfit to travel or continue with Your original trip.

**Travelling Party** means those people defined in Family and any travelling companion who has made arrangements to accompany You for at least 50% of the trip.

**Unsupervised** means:

- leaving Your luggage with a person You did not know prior to commencing Your Journey
- leaving it in any position where it can be taken without Your knowledge
- leaving it at such a distance from You that You are unable to prevent it being taken.

**We, Our, Us,** means The Insurer.

**You** or **Your** means the person or people named as Insured Person's on The Schedule and includes accompanying Dependent Children who are under 21 years of age at the date the Journey commences.

## Sportscover Assist - 24 Hour Worldwide Emergency Assistance

Sportscover Assist utilises the services of the Specialty Group to help You with all Your emergency medical requirements.

For emergency assistance anywhere in the world at any time, Specialty Group Ltd is only a telephone call away. The team will help with medical problems, locating nearest medical facilities, Your evacuation home, locating nearest embassies and consulates as well as keeping You in touch with Your family and work in an emergency.

Specialty Group Ltd has trained medical staff to assist You with emergency medical assistance.

If You are hospitalised You, or a member of Your travelling party, MUST contact Specialty Group Ltd as soon as possible. If You are not hospitalised but You are being treated as an outpatient, and the total cost of such treatment is likely exceed AUD \$2,000, You MUST also contact Specialty Group Ltd as soon as possible.

If You do not We will not pay for these expenses or for any evacuation or airfares that have not been approved or arranged by us (see Sections 1 and 3).

### IN THE EVENT OF AN EMERGENCY CALL

**+44 (0) 207 902 7993 (reverse charge) TO CONTACT SPECIALTY GROUP LTD.**

If You become ill or suffer an injury and You require any assistance eg. You need to find a local hospital, contact us and Our medical assistance team will help direct You to the appropriate hospital or health care facility.

For major illness or injury the Policy requires You must take Our advice as to where You can be treated to ensure You receive quality medical care. We have the option of returning You to Australia or evacuating You to another country, if the cost of Your overseas medical expenses could exceed the cost of returning You to Australia.

For information about The Specialty Group please go to <http://www.specialty-group.com>

## Policy Cover

This Section outlines what We will pay and what We will not pay under each benefit in the event of a claim.

### Section 1A - Medical Expenses/Medical Evacuation

If during the Period of Insurance noted on The Schedule, and whilst on a Journey, You suffer an Injury or Sickness:

#### We will pay:

1. The Reasonable cost of emergency medical, hospital, ambulance or other treatment You actually and necessarily received because You suffered a Sudden Illness or Serious Injury, Injury or Illness.
2. Any expenses related to the evacuation of an Insured Person as a direct result of a Sudden Illness or Serious Injury including any expenses incurred in the event qualified medical staff are required to travel with the Insured Person.

In the event that evacuation is required all expenses incurred are required to be certified and agreed via The Specialty Group.

If We determine that You should return home to Australia for treatment and You do not agree to do so then We will pay You the amount which We determine would cover Your medical expenses and/or related costs had You agreed to Our recommendation. You will then be responsible for any ongoing or additional costs relating to or arising out of the event You have claimed for.

However:

We will only pay for treatment received and/or hospital accommodation during the 12 month period after the Sudden Illness first manifested itself or the Serious Injury occurred.

The treatment must be given or prescribed by a Medical Practitioner or paramedic. You must make an effort to keep Your medical expenses to a minimum.

3. The cost of emergency dental treatment up to a maximum amount of \$1,000 per person per Journey for dental costs incurred which the treating dentist certifies in writing is for the relief of sudden and acute pain to sound and natural teeth.
4. In the event of Your death following a valid claim under this Section, the cost of Your burial or cremation overseas, or the transporting of Your remains to Australia and cost of burial or cremation in Australia. The maximum amount We will pay is \$10,000 for all costs incurred for transportation, burial and/or cremation.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule.**



## **We will not pay under Section 1A:**

- 1.** Ongoing payments incurred Overseas under Section 1A (Medical Expenses) if We decide on the advice of a doctor appointed by us that You are capable of being repatriated to Your country of residence;
- 2.** If You have received medical care under a reciprocal national health scheme. Reciprocal Health Agreements are currently in place with the following countries; Finland, Italy, Malta, the Netherlands, Norway, Sweden, the Republic of Ireland, the United Kingdom and New Zealand;
- 3.** Medical expenses incurred more than 12 months after You suffer a Sudden Illness or Serious Injury, Injury or Sickness;
- 4.** If, despite Our advice otherwise, You received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information;
- 5.** Ongoing medical expenses incurred in Australia for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973;
- 6.** Dental treatment involving the use of precious metals or for cosmetic dentistry;
- 7.** For any loss arising from Pre-existing Medical Conditions, or any for any costs incurred for any medication You had been using prior to the Journey;
- 8.** When You have not notified Specialty Group Ltd as soon as practicable of Your admittance to hospital;
- 9.** If You do not take the advice of the Specialty Group Ltd;
- 10.** For any expenses for medical evacuation, funeral services or cremation or bringing Your remains back to Australia unless it has been first approved by Specialty Group Ltd;
- 11.** For a loss that arises directly or indirectly because of a terminal illness suffered by a member of Your Travelling Party - or Your Relative, Your business partner or person in the same employ as You, who is resident in Australia - if a terminal prognosis was made before the Policy was issued.

**You must check "General Exclusions – What We Will Not Pay For" Pages 36 to 38 For Other Reasons Why We Will Not Pay**

## Section 1B - Additional Expenses

### We will pay:

This Section only covers You for Reasonable additional travel or accommodation expenses that result directly from one of the following events:

- 1.** You being unable to continue the Journey because of the death, Sudden Illness or Serious Injury of:
  - (a)** You or a member of Your Travelling Party; or
  - (b)** A Relative or business partner or person in the same employ as You, who is resident in Australia or New Zealand, provided that the Sudden Illness or Serious Injury required hospitalisation or confinement; and in the case of a business partner or person in the same employ, the person's absence made the ending of the Journey necessary and You have written confirmation of that fact from a senior partner or director.
- 2.** The need, because of a Sudden Illness or Serious Injury, resulting in You being hospitalised as an in- patient, for a Relative or friend to travel to, remain with, or escort You in place of the attending physician. You must have written advice from the attending physician and Our consent.
- 3.** Cancellation or restriction of scheduled public transport services caused by severe weather, natural disaster, hijacking, riot, strike, or civil commotion. The event must have begun after We issued the Policy. You must have done everything reasonable to avoid the expenses and You must get the Carrier's written confirmation of Your claim.
- 4.** Motor vehicle, railway, air, or marine accident. You must have written confirmation of the accident from an official body in the country where the accident happened.
- 5.** Loss (excluding Government confiscation) of passports, travel documents or credit cards, but limited to expenses incurred within the country where the loss occurred in having the documents replaced.
- 6.** A member of Your Travelling Party who is a full-time student being required to sit supplementary examinations.

We will pay You if You have to interrupt Your Journey after it has begun, for Your necessary additional travel, accommodation, repatriation and meals that You undertake with Our consent. Travel expenses for Your return home or evacuation, are only covered if the attending physician advises us in writing that as a result of Sudden Illness or Serious Injury You are unfit to continue the trip.

The following conditions apply:

- 1.** Additional travel must be at the fare class originally chosen, except where We agree otherwise based on a written recommendation by Your attending physician.
- 2.** If You do not have a return ticket at the time of the event that causes You to return to Australia, We will deduct the cost of an economy class airfare at the Carrier's regular published rates for the return Journey. We will use Your return ticket if this reduces Our costs.

3. Benefits are payable for a period up to 12 months from the date Your Journey was interrupted.

## Section 1C – Replacement Player Cover

### We will pay:

If, during the Period of Insurance and whilst on a Journey, an Insured Person suffers a Sudden Illness or Serious Injury requiring the Insured Person being evacuated to Australia, We shall pay the additional expenses incurred to send a replacement person to replace the Insured Person.

The replacement must be involved in a similar position within the team and there must be at least 7 days left on the tour.

The maximum payable under Section 1C shall be \$2,500 per person and \$5,000 any one Period of Insurance.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule.**

### We will not pay Section 1B or Section 1C:

1. For the cost of resuming the Journey after You have returned to Australia.
2. For additional transport or accommodation expenses when a claim is made under Section 2 Cancellation Costs, for cancelled transport or accommodation expenses covering the same period of time.
3. A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other Carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Financial Default or the Financial Default of any person, company or organisation they deal with.
4. For delays, rescheduling or cancellation of scheduled transport services caused by the Carrier or related to the Carrier including maintenance, repairs, rescheduling, service faults, industrial activity other than a strike or corporate takeover.
5. If You or a member of Your Travelling Party changes plans or decides not to continue with the Journey.
6. For any costs incurred where a Journey is undertaken against the advice of a doctor or if an Insured Person is unfit to travel or is travelling for the purpose of obtaining medical attention.
7. If You decline to promptly follow the medical advice of The Specialty Group, We will not be responsible for any subsequent medical, hospital or evacuation expenses.
8. If You were aware of any reason, before Your Policy commenced, that may cause Your Journey to be cancelled or disrupted or delayed.

9. If You can claim Your additional travel and accommodation expenses from anyone else.
10. For any loss arising from Pre-existing Medical Conditions.
11. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of Your Travelling Party - or Your Relative, Your business partner or person in the same employ as You, who is resident in Australia - if a terminal prognosis was made before the Policy was issued.

**You must check "General Exclusions – What We Will Not Pay For" Pages 36 to 38 For Other Reasons Why We Will Not Pay.**

## Section 2 - Cancellation Costs

If, during the Period of Insurance noted on The Schedule, an Insured Person incurs additional expenses in respect of a Journey following:

1. an Injury to, or a Sickness contracted by, You;
2. a Sudden Illness or Serious Injury occurring to a Relative or a member of the Travelling Party and a Medical Practitioner advising it is necessary for the Insured Person must remain with the Relative or member of the Travelling Party;
3. any other unforeseen circumstance outside of the control of the Insured Person.

We will pay:

- (a) The value of the unused arrangements, less any refunds due to You if You have to cancel any prepaid transport or accommodation arrangements, due to any unforeseen or unforeseeable circumstances outside of Your control.
- (b) The Reasonable cost of rearranging Your Journey prior to the commencement of Your Journey because something unforeseen and outside of Your control occurs, provided that this cost is not greater than the cancellation fees or lost deposits which would have been incurred had the Journey been cancelled.
- (c) The cancellation cost of tuition or course fees up to \$2,000 if the sole purpose of Your Journey is to attend that course and that course is cancelled due to circumstances outside of Your control.
- (d) The travel agent's cancellation fees up to 10% of the amount paid to the travel agent to a maximum of \$1,500 per Insured Person whichever is the lesser; when all monies have been paid or the maximum amount of the deposit has been paid at the time of cancellation. We will not pay any travel agent's cancellation fees above the level of commission or service fees normally earned by the agent had the Journey not been cancelled.
- (e) For the loss of frequent flyer or similar air travel points You used to purchase an airline ticket following cancellation of Your air ticket and You cannot recover the lost points from any other source. The cancellation must be due to unforeseen or unforeseeable circumstances outside of Your control. We calculate the amount We pay You by multiplying:  
  
the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less Your financial contribution;  
  
by the total value of points lost divided by the total value of points used to obtain the ticket.
- (f) If an Insured Person is officially scheduled to attend a sporting match or event during their Journey, which cannot be delayed because of his or her late arrival, We will pay the reasonable extra expenses actually and necessarily incurred, less any amounts which You or the Insured

Person may be entitled to receive from a carrier, to enable the Insured Person to use alternative scheduled public transport services to arrive at the match or event on time, if due to any unforeseen circumstances outside Your or the Insured Person's control, he or she misses their scheduled transport connection and is unable to arrive at the match or event at the original scheduled time.

The maximum amount We will pay is \$2,000 in respect of any missed connection.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule**

### **We will not pay:**

- 1.** A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other Carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Financial Default or of any person, company or organisation they deal with.
- 2.** A loss that arises directly or indirectly from an Act of Terrorism.
- 3.** For delays, rescheduling or cancellation of scheduled transport services caused by the Carrier or related to the Carrier including maintenance, repairs, rescheduling, service faults, industrial activity other than a strike or corporate takeover.
- 4.** A loss that relates directly or indirectly to financial, business, professional or contractual arrangements. This exclusion does not apply to claims under Section 2 where:
  - (a)** You or a member of Your Travelling Party are made redundant from full time permanent employment in Australia provided You or they were not aware that the redundancy was to occur before You purchased this policy; or
  - (b)** where You are a full-time permanent Employee and prearranged leave is cancelled by Your employer.
- 5.** If You or a member of Your Travelling Party changes plans or decides not to continue with the Journey.
- 6.** If a tour operator or wholesaler is unable to complete arrangements for a tour because there are not the required number of people to begin or complete a tour or trip. This does not apply in relation to prepaid travel arrangements bought separately to reach the departure point for the tour or other travel arrangements.
- 7.** If Your claim arises directly or indirectly from an Epidemic or Pandemic.
- 8.** For any costs incurred where a Journey is undertaken against the advice of a doctor or if an Insured Person is unfit to travel or is travelling for the purpose of obtaining medical attention.

9. If You were aware of any reason, before Your Policy commenced, that may cause Your Journey to be cancelled, abandoned or shortened.
10. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of Your Travelling Party - or Your Relative, Your business partner or person in the same employ as You, who is resident in Australia - if a terminal prognosis was made before a Journey was commenced.
11. For any loss arising from Pre-existing Medical Conditions.

**You must check "General Exclusions – What We Will Not Pay For" Pages 36 to 38 For other Reasons Why We Will Not Pay.**

## **Section 3 - Rental Vehicle Excess/Return of Rental Vehicle**

### **We will pay:**

1. We will reimburse the Rental Vehicle insurance Excess or the cost of repairing the vehicle, whichever is the lesser, if a vehicle You have rented from a rental company is involved in a motor vehicle accident while You are driving, or is damaged or stolen while in Your custody. You must provide a copy of the repair account and/or quote and rental company agreement/documentation. This Benefit does not cover motorcycles.
2. The cost of returning Your Rental Vehicle to the nearest depot if Your attending Medical Practitioner or dentist certifies in writing that You are unfit to do so during Your Journey.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule.**

### **We will not pay:**

1. If You operate a Rental Vehicle in violation of the rental agreement.
2. If You use the Rental Vehicle to transport items other than luggage.
3. If You use the Rental Vehicle while affected by alcohol or any other drug in a way that is against the law of the place You are in.
4. If You use a vehicle without a license for the purpose that You were using it for.

**You must check "General Exclusions – What We Will Not Pay For" Pages 36 to 38 For Other Reasons Why We Will Not Pay.**

## Section 4 - Personal Accident

### Capital Benefits

Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:-			The benefits payable will be the following percentage of the Capital Benefit specified in The Schedule.
1	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age)		100%
2	Permanent Quadriplegia		100%
3	Permanent Paraplegia		100%
4	Permanent total loss of sight	two eyes	100%
		one eye	50%
5	Permanent total loss of hearing	two ears	75%
		one ear	25%
6	Permanent total loss of use of	two arms	75%
		one arm	35%
7	Permanent total loss of use of	two legs	75%
		one leg	35%
8	Permanent total loss of use of	two+ fingers	40%
		two fingers	14%
		one finger	4%
		one thumb	5%
9	Permanent total loss of use of	two+ toes	40%
		two toes	14%
		one toe	4%



10	Permanent total loss of	two kidneys	75%
		one kidney	30%
		spleen	25%
		liver	70%
		two testicles	40%
		one testicle	6%
		sexual function	45%
11	Total & permanent	Disfigurement	up to 45%
		shortening of leg	7%
	For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.		
12	Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive.		Up to 90%

## Weekly Benefit

If an Insured Person who earns income via personal exertion suffers a Bodily Injury or becomes Sick (if Sickness is noted on The Schedule as being insured) during a Journey resulting in Temporary Total Disablement We shall pay the percentage noted in The Schedule of the Insured Person's Net Income Lost or the amount specified for this benefit in The Schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of the Bodily Injury or Sickness. An Insured Person's entitlement to benefits under this Section does not commence until after they return Home (whether they have come Home at the expected end of the Journey or have been required to come Home earlier than expected) and after the expiry of the Excess Period specified in The Schedule.

Any amounts payable under this Weekly Benefit shall be payable monthly in arrears.

## Bed Care Benefit

In the event an Insured Person is necessarily confined to a bed after a Bodily Injury for a period of not less than 7 days and their confinement is certified as necessary by the attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to the Insured Person or a member of the Insured Person's family, We will pay the Insured Person the amount noted in The Schedule for the maximum number of days noted on The Schedule.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

## Words with special meanings applicable to the Personal Accident Section

In addition to the Words with Special Meanings, the following words have special meanings in this Section only

**Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.

**Aggregate Limit A** means the maximum amount We shall pay for any one claim or series of claims during any one Period of Insurance.

**Aggregate Limit B** means the maximum amount we shall pay any one claim or series of claims during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with any fixed flying schedules. These flights are classified as "non scheduled".

**Bodily Injury** means an injury which, occurs solely and independently of any other cause; and

- (a) is sustained by an Insured Person during a Journey,
- (b) is caused by an Accident, and
- (c) results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 4.1 Capital Benefits and/or suffering Temporary Total Disablement.

**Disablement** means Temporary Total Disablement.

**Excess Period** means the number of consecutive days as noted on The Schedule that no Weekly Benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner

**Maximum Benefit Period** means the total period as noted on The Schedule for which Weekly Benefits will be payable under this Policy in respect of all Temporary Total Disablement.

**Net Income Lost** means:

For an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

For an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;

For a self employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

In respect of all Insured Persons any amount for which they are entitled to by way of sick leave, payments from any National, State or Territory legislation, including Social Welfare legislation, or any other Policy of insurance shall be deducted from the amount so calculated.

**Occupation** means the Insured Person's usual employment, profession or occupation.

**Temporary Total Disablement** means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.

## We Will Not Pay

In addition to the "General Exclusions – What We will not pay for", We shall not pay for any losses arising from:

1. Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Furthermore this Policy also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon The Insured.
2. Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.
3. Pregnancy or related complications.
4. You engaging in any aerial activity except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
5. Your failure to seek or follow medical advice.
6. Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named.
7. You contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
8. Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.

- 9.** Sickness, disease or disorder of any kind.
- 10.** Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.

## Claim Conditions

1. In event of a claim under this Section, You shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.
2. All Temporary Disablement benefits shall cease on the Insured Person's death.
3. The amount of any Weekly Benefit will be reduced by the amount of any periodic compensation benefits payable under any other insurance policy or by The Insured Person's employer or from any other source so that the total amount of any such benefits and the Weekly Benefit payable under this Policy shall not exceed the percentage nominated in The Schedule or The Insured Person's Net Income Lost.
4. Odd days of benefit will be payable at one seventh of the Weekly Benefit. Weekly Benefits will only be payable in respect of complete days of Disablement.
5. Benefits payable for Capital Benefits shall be reduced by any sum already paid under [Weekly Benefit](#) in respect of the same Bodily Injury or Sickness. After the happening of any one of Events in Capital Benefit there shall thereafter be NO further liability under Capital Benefits in respect of the same Insured Person.
6. Benefits shall NOT be payable under more than one of the events for disablement resulting from any further Bodily Injury or Sickness whilst there is an existing entitlement for Benefits.
7. Benefits shall NOT be payable unless You shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.
8. Benefits shall NOT be payable for that part of the benefit payable under Net Income Lost for which other loss of income benefits can be claimed.
9. We will, at Our own expense, have the right and opportunity to examine the Insured Person when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## Section 5 - Luggage and Personal Effects

### We Will Pay:

1. Accidental loss, theft of, or damage to Your Luggage and Personal Effects including things You buy during the Journey, whilst they are accompanying You. We are entitled to choose between repairing, replacing the property, or paying You its value in cash, after allowing for wear, tear, and depreciation. Any payment however will not exceed the original purchase price of the item.

A pair or related set of items for example - but not limited to:

a camera, lenses (attached or not), tripod and accessories;

a matched or unmatched set of golf clubs, golf bag and buggy;

a matching pair of earrings;

are considered as only one item for the purpose of this insurance.

### **The Maximum amount We will pay for any item (item limit) is:**

- \$2,500 for a laptop, note book, handheld computer, camera or video camera

- \$1,000 for all other items

unless noted otherwise on The Schedule.

However, if We are to pay a claim, You must:

- (a) keep receipts for goods You buy separate from the goods themselves;
  - (b) keep any relevant ticket and luggage check and give them to us;
  - (c) provide evidence of the value and Your ownership of the goods;
  - (d) if an airline loses or damages Your accompanying luggage, report it in writing to the airline within 24 hours; and
  - (e) get written confirmation that You made the report, and give it to us, with details of any settlement that they make in relation to the loss or damage.
2. Sporting equipment carried on behalf of the Insured used solely for the purpose of the Sport noted in The Schedule. The limit any one item shall be \$2,500 with a maximum any one claim of \$5,000.
  3. Loss of dentures or dental prostheses up to \$800.

4. Essential items bought because Your luggage is temporarily lost or delayed (not permanently lost) by the Carrier for more than 12 hours. This does not apply on the leg of Your Journey that brings You to Your home in Australia. We will not pay more than \$250 any one person if the delay is more than 12 hours or more than \$500 for any one person if the delay is more than 72 hours. You must give us relevant receipts and written confirmation of the length of the delay from the appropriate authority. No excess applies to this benefit.

Financial loss You suffer because of loss, theft, or fraudulent use, of Your travel documents, travellers cheques, passport, cash or credit cards after they have been accidentally lost or have been stolen.

In respect of cash secured for the purpose of a Journey, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the Journey whichever occurs last and shall continue for 72 hours after termination of the Journey or until deposited at the bank, whichever occurs first.

In respect of cash only We will not pay more than \$2,000 any one loss regardless of the number of Insured Persons.

You must, at all times, comply with, or have complied with, any conditions of the issuing body.

5. The Reasonable additional costs in obtaining a replacement passport or travel document following the accidental loss, theft or damage of Your passport whilst outside Australia up to \$2,000. No excess applies to this benefit.

In the event that a claimable loss, theft, or damage to Your Luggage and Personal Effects is incurred, We will allow You one automatic reinstatement of the sum insured.

**The maximum amount We will pay for all claims combined under this Section is shown under The Schedule.**

## **We Will Not Pay:**

In addition to the "General Exclusions – What We will not pay for", We shall not pay for any losses arising from:

1. Loss, theft of or damage to watercraft of any type (excluding surfboards).
2. Damage to sporting equipment (including surfboards) whilst in use.
3. Breakage or damage to snow skiing or golf equipment over three years old.
4. A loss of, or theft of, or damage to:
  - (a) unaccompanied Luggage and Personal Effects;
  - (b) property that You leave Unsupervised in a Public Place or loss, theft or damage occurs because You do not take reasonable care to protect it;

- (c) Luggage and Personal Effects, but only to the extent that You are entitled to compensation from the Carrier responsible for the loss, theft or damage;
  - (d) items left unattended and Unsupervised in a motor vehicle, unless taken from a locked boot or locked concealed luggage compartment of a station wagon, hatchback, van or motor home, between sunrise and sunset local time and there is evidence of damage or forced entry which is confirmed by a police report (this exclusion does not apply to video cameras, mobile telephones, photographic equipment, personal computers or jewellery);
  - (e) video cameras, mobile telephones, photographic equipment, personal computers or jewellery left unattended and Unsupervised in a motor vehicle;
  - (f) video cameras, mobile telephones, photographic equipment, personal computers or jewellery checked in to be held and transported in the cargo hold of any Carrier (including any loss from the point of check-in until receipt of the said goods);
  - (g) Luggage that is fragile, brittle or an electronic component is broken or scratched – unless either;
    - i. it is the lens of spectacles, binoculars, photographic or video equipment; or
    - ii. the breakage or scratch was caused by a crash involving a vehicle in which You are travelling.
  - (h) Business or Trade samples.
5. Loss, theft or damage which is not reported and a written report is not obtained within 24 hours of discovery from the police or the appropriate authority such as - but not limited to - the airline, accommodation manager, transport provider, airport authority, tour operator or guide.
  6. Loss, wear and tear or depreciation of property or damage caused by the action of insects, vermin, mildew, rust or corrosion.
  7. Mechanical, electrical breakdown or a malfunction.

**You must check “General Exclusions – What We Will Not Pay For” Pages 36 to 38 For Other Reasons Why We Will Not Pay.**



## Section 6 - Personal Liability

### We Will Pay:

For damages or compensation You are legally liable for if, because of Your negligence during Your Journey causes:

1. Injury to a person who is not a member of Your Family or Travelling Party; or
2. Loss or damage to property that is not owned by You or a member of Your Family or Travelling Party, or is not in Your or their custody or control.

We will also reimburse Your Reasonable legal costs and legal expenses for settling or defending the claim made against You. We decide whether the costs were Reasonable. You must not accept any liability without Our prior approval.

The maximum amount We will pay for all claims combined under this Section is shown in The Schedule.

### We Will Not Pay:

In addition to the "General Exclusions – What We will not pay for", We shall not pay for any damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Injury to You or to any member of Your family ordinarily residing with You.
2. Injury to any of Your Employees arising out of or in the course of employment.
3. Loss of or damage to property owned by or in the control of You or any member of Your family ordinarily residing with You.
4. Loss of or damage to property or injury, arising out of Your ownership, use or possession of any mechanically propelled vehicle (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft.
5. Loss of or damage to property or injury, arising out of Your business or trade, or out of professional advice given by You.
6. Injury or property damage arising from the organised playing, training or practising of/for any sport, or arising from one player or participant causing injury to another player or participant.
7. Any contract unless such liability would have arisen in the absence of that contract.
8. Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia or the country in which the event occurred giving rise to Your liability.

9. Any claim for exemplary, punitive or aggravated damages.

**You must check "General Exclusions – What We Will Not Pay For" Pages 36 to 38 For Other Reasons Why We Will Not Pay.**

## **Section 7 - Kidnap, Ransom and Extortion**

### **We will pay:**

If whilst on a Journey You are Kidnapped or allegedly Kidnapped, We will reimburse You for Extortion/Ransom

Monies, paid up to the Limit of Liability. We will also pay You for:

1. loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by You to have custody thereof, provided however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder; and
2. the amount paid by You for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating Your release, paying any ransom or recovery of You provided that We have given Our prior written consent to the use of such consultants.

### **Limit of Liability**

The maximum and aggregate limit of Our liability will not exceed the Limit stated in The Schedule by reason of any one Kidnapping except where stated to the contrary. Any expenses incurred either by way of payment of Extortion/Ransom Monies or Expenses or the cost of consultants used to assist shall be deemed to have been incurred during the Period of Insurance in which the Kidnapping occurred.

### **Words with Special Meanings under Section 7**

In addition to the Words with Special Meanings, the following words have special meanings in this Section only

**Expenses** means any of the following:

1. Reasonable payment made by You to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
2. Reasonable and customary loan costs incurred by You from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. Reasonable and customary travel and accommodation costs incurred by You or an Insured Person as a result of a Kidnap or Extortion;
4. Salary paid by You to an Insured Person or on behalf of an Insured Person who is the victim of a Kidnap or Extortion for up to:
  - (a) thirty (30) days after the release of the Insured Person from a Kidnap;
  - (b) discovery of the death of the Insured Person; or
  - (c) one hundred and twenty (120) days after You receive the last credible evidence that the Insured Person is still alive; or
  - (d) sixty (60) months from the date of the Kidnap, if the victim has not been released.
5. Payments made by You for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
6. Personal financial loss suffered by the Insured Person(s);
7. Travel costs of a Kidnap victim to join their immediate family upon their release and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per an Insured Person and replacement person;
8. Reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person in the event of a Kidnap or Extortion; and
9. Any other reasonable and customary expenses incurred by You with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

**Extortion** means to intimidate by a threat or series of threats to Kidnap or cause bodily injury.

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

**Kidnap** means the illegal abduction and holding hostage of one or more Insured Person for the purpose of demanding Extortion/Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

## Conditions Under Section 7

### Confidentiality

You and each and every Insured Person will make a reasonable effort not to disclose the existence of this insurance.

### What We will not pay for:

In addition to the "General Exclusions – What We will not pay for", We shall not be liable for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion/Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand.
2. any loss from the Kidnap or Extortion of an Insured Person permanently residing or staying for more than 90 (ninety) consecutive days in the country where the Kidnap or Extortion occurs.
3. any fraudulent or dishonest act committed by You, an Insured Person or any person You authorise to have custody of Extortion/Ransom Monies.
4. any loss where the Kidnap or Extortion occurs in Iraq, Afghanistan, Mexico or Colombia.

## What to do in the event of a claim under Section 7

In the event an Insured Person is Kidnapped, the Insured must immediately notify Sportscover Assist via The Specialty Group.

Upon notification Sportscover Assist shall employ a specialist consultant to advise and assist You. All fees and expenses of these consultants shall be met by Us in the event You have a valid claim under this Section.

## Section 8 - Hijack and Detention

### Hijack

If during the Period of Insurance and whilst on a Journey, an Insured Person is forcibly Detained for more than twelve (12) hours as a direct result of a Hijack, We will pay You the daily amount shown on The Schedule against Section 8, for every day of continued Detention up to the maximum amount and period shown on The Schedule against Section 8.

## Detention

If during the Period of Insurance and whilst on a Journey, an Insured Person is Detained, by any Government, State or other lawful authority for any reason (other than specified below), We will pay the daily amount shown on The Schedule against Section 8, for every day of Detention up to a maximum period shown on The Schedule against Section 8.

## Words with Special Meanings under Section 8

In addition to the Words with Special Meanings, the following words have special meanings in this Section only.

**Conveyance** means:

1. any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
2. any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

**Detention/Detained** means restraint by way of custody or confinement against the Insured Person's will.

**Hijack** means the seizing of control of a Conveyance on which the Insured Person is a passenger.

## Legal Costs Extension

In the event of an Insured Person incurring their own legal costs as a result of being Detained, We will reimburse the Insured Person such legal costs up to the maximum amount shown on The Schedule against Section 8.

## What We will not pay for:

In addition to the "General Exclusions – What We will not pay for", We shall not be liable for any Detention attributable to the Insured Person breaking the law of any Country or State.

# General Conditions

## Sanctions

We shall not provide any cover nor shall We be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Several Liability Notice

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

## General Exclusions - What We will not pay for

In respect of all Sections of this Policy We will not pay for any of the following claims or losses:

- 1.** Your claim arises directly or indirectly from any Injury, Sickness, Sudden Illness or Serious Injury where a metastatic or terminal prognosis was made prior to the issue of the Certificate of Insurance.
- 2.** Which arises from a lack of due care and responsibility on Your part by neglecting to observe appropriate preventative measures for the travel region, as outlined by the World Health Organisation including relevant vaccinations, malaria prophylaxis, and hygiene measures. Please see **www.who.int** for further information.
- 3.** You travel even though You know You are unfit to travel, travel against medical advice, travel to obtain medical treatment or You arrange to travel when You know of circumstances that could lead to the Journey being disrupted or cancelled.
- 4.** You have been instructed by Your medical practitioner that You are unfit to travel and You fail to promptly cancel Your pre-booked travel, You will be responsible for any extra cost (including cancellation charges) incurred from Your failure to promptly cancel the prearranged travel.
- 5.** Despite Our advice otherwise following Your call to The Specialty Group, You received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information.

- 6.** Your claim arises from Pre-existing Medical Conditions.
- 7.** Your claim arises from any medical procedures in relation to AICD/ICD insertion during overseas travel. If You or a member of Your Travelling Party or a Relative requires this procedure, due to sudden and acute onset which occurs for the first time during Your Journey and not directly or indirectly related to a Pre-existing Medical Condition, We will exercise Our right to organise a repatriation to Australia for this procedure to be completed.
- 8.** A loss which is recoverable by compensation under any workers compensation act or transport accident laws or by any Government sponsored fund, plan, or medical benefit scheme, or any other similar type legislation required to be effected by or under a law.
- 9.** Consequential loss of any nature including loss of enjoyment.
- 10.** A loss resulting from a criminal or dishonest act by You or by a person with whom You are in collusion or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim.
- 11.** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- 12.** A loss that arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
- 13.** A loss that arises from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
- 14.** Your claim arises from errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or travel documents.
- 15.** Your claim arises because You did not follow advice in the mass media of a government or other official body's warning:
  - i.** against travel to a particular country or parts of a country;
  - ii.** of a strike, riot, bad weather, civil commotion or contagious disease;
  - iii.** of a likely or actual Epidemic or Pandemic (such as H5N1 Avian Influenza);
  - iv.** of a threat of an Epidemic or Pandemic (such as H5N1 Avian influenza) that requires the closure of a country's borders; or
  - v.** of an Epidemic or Pandemic that results in You being quarantined;

- vi. and You did not take the appropriate action to avoid or minimise any potential claim under Your policy including delay of travel referred to in the warning. Please refer to [www.who.int](http://www.who.int) for further information.
- 16. A loss that arises from parachuting, sky diving, hang gliding, paraponting or travel in an air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. This does not apply to hot air ballooning or parasailing.
- 17. A loss arising from Your, any of Your Travelling Party's or a Relative's intentional exposure to a needless risk or lack of reasonable care, except in an attempt to save human life.
- 18. Delay, detention, seizure or confiscation by Customs or other officials.
- 19. The cost of medication in use at the time the Journey began or for maintaining a course of treatment You were on prior to the Journey.
- 20. Loss, theft or damage to anything shipped as freight or under a Bill of Lading.
- 21. If Your claim arises directly or indirectly from a sexually transmitted disease (except where Human Immunodeficiency Virus (HIV) infection has been accepted by us in writing.
- 22. If Your claim arises from or is in any way related to depression, anxiety, stress, mental or nervous conditions, whether they arise independently or are secondary to other medical conditions.
- 23. If You, a Relative or a member of Your Travelling Party:
  - (a) Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal or malicious act, or the Insured Person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Bodily Injury).
  - (b) takes part in a riot or civil commotion;
  - (c) races (except on foot or if We have agreed to provide cover and have noted on The Schedule); mountaineers – or rock climbs – using support ropes; or takes part as a professional in a professional sporting activity;
  - (d) rides a motor cycle (except as a pillion passenger) without a licence that is valid in the relevant country; or
  - (e) dives underwater using an artificial breathing apparatus unless You hold an open water diving licence or You were diving under licensed instruction.
- 24. For any costs or expenses incurred outside the period of the Journey.



# Claims

## How to make a claim

You must give us notice of Your claim as soon as possible by completing the claim form supplied by Our Clients Services department and posting to the address shown on the claim form. If the claim form is not fully completed by You, We cannot process Your claim.

If You do not, We can reduce Your claim by the amount of prejudice We have suffered because of the delay. You must give us any information We reasonably ask for to support Your claim at Your expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of ownership.

You must co-operate with us at all times in relation to the provision of supporting evidence and such other information as We may reasonably require.

- (a) For medical, hospital or dental claims, contact Us as soon as practicable.
- (b) For damage or permanent loss of Your Luggage and Personal Effects, report it immediately to the police and obtain a written notice of Your report.
- (c) For damage or misplacement of Your Luggage and Personal Effects, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- (d) Submit full details of any claim in writing within 30 days of Your return.

## Claims are payable in Australian dollars to You

We will pay all claims in Australian dollars. We will pay You unless You tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time You incurred the expense.

## You must not admit fault or liability

In relation to any claim under this policy You must not admit that You are at fault, and You must not offer or promise to pay any money, or become involved in litigation, without Our approval.

## You must help us to recover any money We have paid

If We have a claim against someone in relation to the money We have to pay under this policy, You must do everything You can to help us do that in legal proceedings. If You are aware of any third party that You or We may recover money from, You must inform us of such third party.

### **If You can claim from anyone else, We will only make up the difference**

If You can make a claim against someone other than under an insurance policy in relation to a loss or expense covered under this policy and they do not pay You the full amount of Your claim, We will make up the difference. You must claim from them first.

If We have paid Your total loss and You receive a payment from someone else for that loss or damage, You must pay us the amount of that payment up to the amount of the claim We paid You.

If We pay You for lost or damaged property and You later recover the property or it is replaced by a third party, You must pay us the amount of the claim We paid You.

### **Depreciation**

Depreciation will be applied to claims for Luggage and Personal Effects at such rates as reasonably determined by Us.

## Business travellers – how GST affects Your claim

If You are entitled to claim an input tax credit in respect of a cost for which a claim is made, or would be entitled to an input tax credit if You were to incur the relevant cost (i.e. in replacing a lost or stolen item), the amount We would otherwise pay will be reduced by the amount of that input tax credit.

## Travel within Australia only

If You are entitled to claim an input tax credit in respect of Your premium You must inform us of the amount of that input tax credit (as a percentage) at the time You first make a claim. If You fail to do so, You may have a liability for GST if We pay You an amount under this policy.

## Fraud

Insurance fraud places additional costs on honest policyholders.

Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud. You can help by reporting insurance fraud. All information will be treated as confidential and protected to the full extent under law. Report insurance fraud by calling Us on 03 8562 9100.

**SPORTSCOVER™** MELBOURNE • SYDNEY • LONDON

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INSURING SPORT SINCE 1986  
2009, 2010 UNDERWRITING AGENCY OF THE YEAR  
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