



QBE Insurance (Australia) Limited

# Leisure Travel Insurance (Group Policy)

Product Disclosure Statement and Policy Wording



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείσθε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

## Contents

<b>About this booklet</b>	<b>4</b>
About QBE	4
About Windsor Management Insurance Brokers	4
<b>Important Information</b>	<b>4</b>
Group policies: about your right to access cover	4
Privacy	4
General Insurance Code of Practice	5
Cooling-off period	5
How to make a claim	5
Complaints	5
Financial Claims Scheme	5
<b>Policy Wording</b>	<b>6</b>
Our agreement with the insured	6
Words with special meaning	6
Section A – Capital Benefits	8
Additional benefit applicable to Section A - Capital benefits	10
Section B – Weekly Benefits – Injury	10
Section C – Overseas Medical and Additional Expenses	11
Section D – Emergency Travel Assistance	12
Section E – Baggage and Personal Effects	13
Section F – Personal Money, Travellers Cheques and Credit Cards	14
Section G – Personal Liability	15
Section H – Loss of Deposits and Additional Expenses	15
Section I – Refund of Excess following Collision Damage or Theft	17
General exclusions	18
General conditions	19
Claims	19
Other terms	20

## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

### For more information

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

#### Windsor Management Insurance Brokers

Melbourne (Head Office)  
Level 1, 151 Rathdowne Street,  
Carlton VIC 3053  
Phone: +61 3 9663 2411  
Fax: +61 3 9663 4288

Brisbane  
Level 1, 62 Astor Tce  
Spring Hill QLD 4000  
Phone: +61 7 3230 9300  
Fax: +61 7 3230 9399

Website: [www.wmib.com.au](http://www.wmib.com.au)

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

### QBE in the community

#### Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we help in enabling a more resilient future.

## About Windsor Management Insurance Brokers

This Policy is arranged by Windsor Management Insurance Brokers (WMIB) (ABN 93 707 887 544), AFS Licence Number 230747.

Windsor Management Insurance Brokers is a diversified boutique insurance broker, providing general insurance and risk management services to specialised industries, who have offices in Melbourne and Brisbane, and a growing client base Australia wide.

## Important Information

The information provided in this section includes high level information about this Policy including privacy, how to make a claim, our dispute resolution process and other relevant information. This section may also set out other information such as options in cover you can choose from, factors that affect the cost and any cooling-off rights.

### Group policies: about your right to access cover

This is a group policy which the insured has entered into with us for the period of insurance. You may be eligible to claim under it as a third party beneficiary, provided you met the eligibility criteria specified in the Policy, or under a particular cover, at the time loss or damage occurred.

You can't cancel or vary the Policy – only the insured and we can do this. If the policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to the insured as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor the insured hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf.

The insured also doesn't:

- act on behalf of us or you in relation to the Policy;
- provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm you have access to the Policy and its currency, refer to the 'For more information' section at the front of this booklet.

## Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* (Cth) and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If you would like to access or correct your personal information please contact us at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.

## General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

### Cooling-off period

If the insured changes their mind about their Policy and haven't made a claim, they can cancel it within 21 days of the start or renewal date and we'll give them a full refund. If they cancel their Policy in these circumstances, they will have no cover under the Policy.

To cancel their Policy within the cooling-off period, the insured should contact their financial services provider.

The insured can also cancel their Policy outside the cooling-off period.

### How to make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

#### Windsor Management Insurance Brokers

State:	QLD & NT	All Other States
Phone:	(07) 3230 9300	(03) 9663 2411
Email:	<a href="mailto:qldtravel@wmib.com.au">qldtravel@wmib.com.au</a>	<a href="mailto:travel@wmib.com.au">travel@wmib.com.au</a>

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

### Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
<b>Post:</b>	GPO Box 219, Parramatta NSW 2124

### Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Post:</b>	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

### Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at [customer@qbe.com](mailto:customer@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Post:</b>	GPO Box 5288, Sydney NSW 2001

## Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849
Online	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

This Policy is underwritten and issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement with the insured

This Policy is a legal contract between the insured and us. The insured pays us the premium and you may access the benefit of these covers, provided that you met the eligibility criteria at the time loss or damage occurred. There are also:

- conditions and exclusions which apply to specific covers or sections;
- general exclusions, which apply to any claim you make ('General exclusions'); and
- general conditions, which set out your responsibilities under this Policy ('General conditions');
- other terms, which apply to how this Policy operates ('Other terms').

### Excesses

If you make a claim, you must pay the applicable excess for every claim you make under each section of a cover.

### How much we will pay

The most we will pay for a claim is the sum insured applicable to the section you are claiming under which is set out in the Policy Schedule, less any excess.

### Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Accident	a single, physical and external event which occurs unexpectedly at a specific and identifiable time and place.
Assistance provider	the specialist travel assistance provider, as shown in the Policy Schedule, which will deliver emergency travel assistance as described under Section D of this policy.  Refer to your Policy Schedule for the assistance provider's contact details.
Close relative	a spouse/partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, grandparent or grandchild.
Compensation	the amount or percentage of benefit shown in the compensation tables of this Policy for a payable condition or payable event under each section of this Policy.

Word or term	Meaning
Computer system	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned, operated or used by the coach, airline, shipping line, cruise line or railway company that you were due to travel on.
Cyber act	an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
Cyber incident	(a) a cyber act or error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or  (b) a cyber act including any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
Dependant children	you or your spouse/partner's unmarried dependant child(ren) (including step or legally adopted child(ren) as long as they are under 19 years of age or under 25 years of age while they are full time students at the time the journey is booked, and in either case, are primarily dependant on you for maintenance or support.
Excess	a sum of money that you may be required to contribute to the amount of any claim. The excess applicable to each section of this Policy is shown in the Policy Schedule.
Excluded period of claim	the consecutive number of days of disablement, after medical treatment by a registered medical practitioner, as specified in the Policy Schedule, for which you do not receive a weekly benefit.

Word or term	Meaning
Existing medical condition(s) <b>Note:</b> There are a limited number of conditions that if stable and well controlled, will not be treated as an existing medical condition. The full list of conditions is provided on the Policy Schedule.	any physical, mental illness or medical condition (including pregnancy), defect, illness or disease for which treatment, medication, preventative medication, advice, preventative advice or investigation was received or prescribed by a medical or dental adviser in the 30 days prior to the booking of the journey. <b>Note:</b> Where any condition, illness or disease is the subject of an investigation and you have been informed of the condition, illness or disease being investigated, that condition, illness or disease falls within this definition, regardless of whether or not a diagnosis of the condition, illness or disease has been made. This definition applies to you and your travelling party, relatives, business colleague, or any other person you have a relationship with whose state of health could impact on your travel plans.
Illness	any sickness (including mental illness) or disease which occurs while on a journey.
Injury	bodily injury resulting from accident and which is not an illness and which: <ul style="list-style-type: none"> <li>occurs during the period of travel;</li> <li>within 12 months of the injury, results solely and independently of any other cause in the events covered under this Policy; and</li> <li>includes any condition resulting from exposure to the elements as a result of injury.</li> </ul>
Insured	the insured listed in the Policy Schedule.
Journey	all personal travel: <ul style="list-style-type: none"> <li>commencing during the period of insurance;</li> <li>declared prior to the commencement of travel; and</li> <li>where your destination is more than 250km from your usual place of residence.</li> </ul>
Medical expenses	all reasonable costs necessarily incurred outside Australia including ambulance, hospital, theatre and surgical fees and diagnostic or remedial treatment, physiotherapy or chiropractic services given, referred or prescribed by a registered medical practitioner.

Word or term	Meaning
Mental health treatment plan	the evidence-based assessment and medical treatment plan, referred to and required by Australian Medicare, which includes, the patient's diagnosed mental illness, their mental illness medical history and their mental state and medical needs following diagnosis, as well as details of any medications prescribed, the patient's actions to be undertaken to treat their mental illness and details of any medical referrals for the diagnosed mental illness.
Mental illness	any sickness, disorder or condition recognised or provided for in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders, where a clinical diagnosis has been made and mental health treatment plan has been prescribed by a registered medical practitioner.
Non-scheduled flight	a flight which takes place outside of normal schedules and is the subject of a hiring agreement with a charter airline, either by hiring the entire aircraft or individual aircraft seat.
Overseas	a journey or trip or travel outside the territorial borders of Australia.
Payable condition	is the condition which is set out in the 'Compensation table' and under each section of the Policy.
Payable event	is the event which is set out in the 'Compensation table' under each section of the Policy.
Period of insurance	the period shown in the Policy Schedule. If you commence a journey during the period of insurance, the cover under this Policy extends until the journey ends.
Period of travel	the period of travel set out in the Policy Schedule.
Policy Schedule	the latest schedule of insurance we issue, including any endorsement schedule(s) or any renewal schedule.
Professional sport	an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion and for which the participant receives a financial reward, payment or remuneration for their efforts and/or achievements. Professional sport does not include amateur sporting activities for which the participant receives or has received no financial reward, payment or remuneration.

Word or term	Meaning
Registered medical practitioner	<p>a medical practitioner who holds a current registration with the respective medical practitioners board or medical board (or similar) in the country the medical practitioner is providing medical services in, other than:</p> <ul style="list-style-type: none"> <li>an insured person;</li> <li>a close relative of an insured person; or</li> <li>an employee of an insured person.</li> </ul> <p>In the case of a mental illness, registered medical practitioner means a mental health professional registered and certified by the National and/or State Health Board either in Australia or in the country in which you are being treated, and who is licensed to provide treatment, medication/prescriptions and medical opinions and reports, other than:</p> <ul style="list-style-type: none"> <li>an insured person;</li> <li>a close relative of an insured person; or</li> <li>an employee of an insured person.</li> </ul>
Spouse/partner	your husband or wife, de-facto or life partner, with whom you have continuously cohabited for a period of six months or more.
Subsequent legislation	<ul style="list-style-type: none"> <li>an act or regulation as amended, replaced or re-enacted;</li> <li>where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.</li> </ul>
Terminal illness	a disease that cannot be cured or adequately treated and that is reasonably expected to result in the death of the patient within a relatively short period of time. Terminal illness includes but is not limited to progressive or chronic diseases such as cancer or heart disease.
Travelling party	you and any travelling companion who has made arrangements to accompany you for at least 50% of your trip.
War	includes war, invasion, acts of foreign enemies, hostiles or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
We, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
You, your	any person who satisfies the definition of an 'insured person' set out in the Policy Schedule.

## Section A – Capital Benefits

### Words with special meanings in this Section A

In this section the following words have the meanings set out below:

Word or term	Meaning
Loss of use	in connection with a limb or part of a limb means physical severance or permanent loss of use.
Paraplegia	the permanent and total paralysis of both legs and part or whole of the lower half of the body.
Permanent	continuing for at least 12 consecutive months and which will, in the opinion of a registered medical practitioner, be unlikely to materially improve.
Physical severance	<p>if it occurs:</p> <ul style="list-style-type: none"> <li>to a hand or foot at or above the wrist or ankle;</li> <li>to an arm or leg at or above the elbow or knee; or</li> <li>to a toe other than a great toe, at or above the third joint from its extremity.</li> </ul>
Quadriplegia	the permanent and total paralysis of both legs and both arms.

### What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy to you if the payable conditions shown:

- occur during the period of insurance; and
- are a result of injury which occurs while on a journey.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly out of any illness.

The exclusions and general conditions set out in this Policy may also affect a claim.

### Capital benefits restrictions

- Any payable condition claimed under capital benefits must occur within 12 months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- Any capital benefit payable under this section will be reduced by any amounts paid under the disappearance capital benefit.
- The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.



5. If we do not agree with the opinion provided by a registered medical practitioner in relation to payable conditions 2 or 3, we will, at our own expense, appoint another registered medical practitioner to examine you. If the registered medical practitioner appointed by us disagrees with the opinion of the first registered medical practitioner with respect to payable conditions 2 or 3, we will (at our expense) arrange for you to be examined by an independent registered medical practitioner, who will be appointed in mutual agreement by you and us. In that case, the compensation amount we pay (if any) for either payable condition 2 or 3 will be based solely on the opinion of the independent registered medical practitioner.

#### Compensation table – Capital benefits

Payable condition – an injury resulting in:	Compensation as a percentage of the capital benefits sum insured shown in the Policy Schedule
1. Death	100%
2. Permanent total disablement	100%
3. Permanent disability not otherwise provided	Subject to restriction 5 under 'Capital benefit restrictions', the lesser of: <ul style="list-style-type: none"> <li>the percentage as determined by a registered medical practitioner consistent with the compensation provided in this table; or</li> <li>75%.</li> </ul>
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent and incurable paralysis of all limbs	100%
7. Permanent total loss of the entire sight of one or both eyes	100%
8. Permanent total loss of hearing in both ears	100%
9. Permanent total loss of use of both hands	100%
10. Permanent total loss of use of both arms	100%
11. Permanent total loss of use of both feet	100%
12. Permanent total loss of use of both legs	100%
13. Permanent total loss of use of one hand and one foot	100%

Payable condition – an injury resulting in:	Compensation as a percentage of the capital benefits sum insured shown in the Policy Schedule
14. Permanent total loss of use of one hand or one arm	100%
15. Permanent total loss of use of one foot or one leg	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of use of four fingers and thumb of either hand	75%
19. Permanent total loss of use of four fingers of either hand	40%
20. Permanent total loss of use of one thumb, both joints	30%
21. Permanent total loss of use of one thumb, one joint	15%
22. Permanent total loss of use of a finger, three joints	10%
23. Permanent total loss of use of a finger, two joints	8%
24. Permanent total loss of use of a finger, one joint	5%
25. Permanent total loss of use of all the toes of one foot	15%
26. Permanent total loss of use of great toe, both joints	5%
27. Permanent total loss of use of great toe, one joint	3%
28. Permanent total loss of use of other toe, (each toe)	1%
29. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

## Additional benefit applicable to Section A - Capital benefits

The following additional benefit automatically applies.

### Disappearance benefit

If you are travelling on a conveyance, and:

- the means of transportation disappears, sinks or is wrecked; and
- your body has not been found within one year or a coroner's report or police report has been issued confirming the presumption that you have died as a result of injury,

we will pay the death benefit to your Estate or as otherwise required by law, unless we have sufficient grounds to suspect that you may not have perished.

If we have paid the disappearance benefit we will not pay any other capital benefits under this policy.

## Section B – Weekly Benefits – Injury

### What we will pay

We will pay amounts as set out in the Policy Schedule to you if the payable conditions shown:

- occur during the period of insurance; and
- are a result of injury which occurs while on a journey.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises:

- from an existing medical condition as defined in words with special meanings; or
- when a journey is undertaken against medical advice; or
- directly out of any illness.

### Weekly benefit – Injury restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of injury.
- (b) Successive periods of disablement resulting from the same injury will be considered as one period of disablement.
- (c) Weekly benefits will be paid after the excluded period of claim as shown in the Policy Schedule has elapsed.
- (d) We will continue to pay weekly benefits while you suffer disablement and are entirely prevented from returning to your usual occupation, business or profession up to the benefit period shown in the Policy Schedule.

## Section C – Overseas Medical and Additional Expenses

### Words with special meanings in this section C

In this section the following words have the meanings set out below:

Word or term	Meaning
Emergency dental	treatment as a result of injury which is non-routine and which in the opinion of a qualified dental practitioner, cannot be reasonably delayed until you return to Australia.
Emergency optical	treatment as a result of injury which is non-routine and which in the opinion of a qualified optical practitioner, cannot be reasonably delayed until you return to Australia.

### What we will pay

We will pay the amounts as set out in the compensation tables in this section of the Policy if your medical and additional expenses:

- are incurred outside of Australia during the period of travel as set out in the Policy Schedule; and
- are incurred within 24 months of the date of injury or illness; and
- are a result of injury or illness which occurs while on a journey outside of Australia.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- an existing medical condition as defined in words with special meanings; or
- when a journey is undertaken against medical advice; or
- when a journey is undertaken for the purpose of obtaining medical treatment; or
- a terminal illness diagnosed prior to the commencement date of the journey.

### Overseas medical and additional expenses restrictions

We will reduce our payment by any amounts recoverable by you from any other source such as Workers Compensation or another statutory scheme or private health insurance.

The exclusions and general conditions set out in this Policy may also affect a claim.

### Compensation table – Overseas medical

Payable Event	Compensation – What we will pay
Medical (including hospital) expenses.	Up to the 'Overseas medical and additional expense' limit shown in the Policy Schedule.
Emergency dental expenses.	Up to a maximum amount of \$5,000 for any one injury or illness.
Emergency optical expenses.	Up to a maximum amount of \$5,000 for any one injury or illness.

### Compensation table – Additional expenses

Payable event	Compensation – What we will pay
You being hospitalised outside of Australia.	\$300 per day for each day hospitalised, up to a maximum of \$5,000 in total to cover out-of-pocket expenses.
Expenses of having one person travel to, remain with, or escort you if: <ul style="list-style-type: none"> <li>• our prior express written consent has been obtained; and</li> <li>• a registered medical practitioner has stated it is necessary.</li> </ul>	Up to an amount not exceeding \$20,000 unless otherwise stated in the Policy Schedule.
Your death.	We will reimburse the following costs to your estate: <ul style="list-style-type: none"> <li>• burial expenses or cost of returning your body or ashes to your home address including personal effects.</li> </ul> Up to an amount not exceeding \$25,000 unless otherwise stated in the Policy Schedule.

The maximum amount of additional expenses we will pay as a result of an injury or illness to you will be up to the overseas medical and additional expense limit shown in the Policy Schedule.

## Section D – Emergency Travel Assistance

### Words with special meanings in this section D

Word or term	Meaning
Emergency travel assistance	<p>co-ordinating emergency medical treatment and services, which includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• arranging for hospitalisation;</li> <li>• repatriation;</li> <li>• transfers;</li> <li>• medical supervision during transportation;</li> <li>• burial arrangements,</li> </ul> <p>subject to the prior express consent of us or the assistance provider.</p>

### What we will do

We will provide emergency travel assistance if you suffer an injury or illness while on a journey outside of Australia during the period of insurance.

We or the assistance provider may advance any amounts necessary to settle medical bills which are covered under any section of this Policy.

### What we will not do

We will not provide emergency travel assistance, or pay for any claim under this section of the Policy, if:

- prior express consent has not been given by us or the assistance provider;
- a journey is undertaken against medical advice;
- a journey is undertaken for the purpose of obtaining medical treatment.

We will not provide emergency travel assistance, or pay for any claim under this section of the Policy, for:

- a terminal illness diagnosed prior to the commencement date of the journey; or
- any journey within Australia; or
- an existing medical condition as defined in words with special meanings.

### Conditions applying to this section

1. In case of an emergency while overseas and before undertaking any personal action, you must contact the assistance provider using the phone number or email which are shown in the Policy Schedule, and:
  - (i) state your name and the number and validity date of this Policy;
  - (ii) state the place and telephone number where you can be reached;
  - (iii) give a brief description of the problem encountered and nature of help required.
2. You agree to the release of information in order for the assistance provider to ascertain your condition. Where you are not in a position to comply with this condition, consent may be given by a person acting on your behalf.

3. Any decision concerning the medical transfer and/or repatriation of you (such as date, means, medical equipment) will be jointly taken by your attending registered medical practitioner, QBE and the assistance provider's medical team.
4. In the event of a claim for transportation costs, you must give us the unused portion of your original ticket or the counter value of the said portion.
5. In any case of Injury or Illness requiring hospitalisation, transfer or repatriation you or any person acting on your behalf must inform the assistance provider within three days of the date of occurrence. We will reduce the amount payable to you under this section by the amount we have been prejudiced by your failure to notify us during this period.
6. In a life-threatening situation, you should try to arrange for immediate emergency help first through local sources and then by contacting the assistance provider as soon as possible.
7. You must provide us with all documents and carry out all necessary formalities to enable us to recover payments from relevant sources, if applicable.
8. Neither we nor the assistance provider will be responsible for delays or impeachment in performing the assistance and services in case of strike, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, terrorism or military or usurped power, riot and civil commotion, radioactivity or any other event of force majeure.

## Section E – Baggage and Personal Effects

### Words with special meanings in this section E

Word or term	Meaning
Electronic equipment	portable game consoles, portable media players, and satellite navigation units.
Personal computer	laptops, notebooks, tablet PCs, personal digital assistants (PDAs), smartphones, or any other hand-held wireless devices that has the capacity to convey data or information.
Unattended	leaving your baggage 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.

### What we will pay

We will pay up to the maximum amounts as set out in the Policy Schedule for the following events occurring on your journey:

- accidental loss, theft of, or damage to, baggage or personal effects including things bought during the trip, while they are accompanying you during your trip;
- loss of, or damage to, dentures or dental prostheses while not on your person during their trip;
- the cost of medical consultation fees you incur to replace prescription medication which is accidentally lost, stolen or damaged, together with the cost of the medication itself;
- theft of, or damage to baggage or personal effects if they were left in a locked motor vehicle or a motor home during daylight hours and there was forced entry into the vehicle;
- theft of, or damage to your baggage or personal effects if they were left in a locked storage facility and there is forced entry into the facility.

In the event of a claim under this section we will reinstate the sum insured for an event that arises from any other set of circumstances.

### What we will not pay

There is no cover under this section of the Policy for claims arising directly or indirectly out of the following:

- accidental loss or damage to or theft of:
  - cash, bank or currency notes, cheques or negotiable instruments (other than allowed for under Section F);
  - fragile or brittle items (e.g. glass or china), except loss or damage caused by fire, or by accident to the transport carrying them;
  - damage to computer screens, computer software or applications;
  - baggage or personal effects that are being transported independently of you;
  - property left unattended or that occurs because you do not take reasonable care to protect it;
  - baggage or personal effects which you are entitled to receive compensation from the carrier;
  - personal computer, communication or photographic equipment, electronic equipment, jewellery or watches left unattended in a motor vehicle or a motor home for any length of time, even if they are locked in the motor vehicle or motor home;
  - baggage or personal effects left unattended during non-daylight hours in a motor vehicle or a motor home for any length of time;
  - baggage or personal effects left unattended by you in a tent or caravan for any length of time;
  - personal computer, communication or photographic equipment, electronic equipment, jewellery or watches checked in as baggage;
  - trade items, trade samples or your tools of trade or profession;
  - gold or precious metals, precious unset or uncut gemstones;
  - watercraft of any type (excluding theft of surfboards or damage to surfboards while in the custody of the carrier);
  - sporting equipment (excluding surfboards) whilst in use; or
  - baggage or personal effects that have been left in a locked storage facility for greater than 48 hours.
- wear and tear or depreciation of property or damage by the action of insects or vermin, mildew, rust or corrosion;
- mechanical or electrical breakdown, or malfunction repair costs;
- a cyber act or cyber incident.

### What is the most we will pay?

The most we will pay is the sum insured set out in the Policy Schedule. We will not pay more than the original price paid for an item, even if the sum insured set out in the Policy Schedule is higher.

The limits in total, for a camera, video camera or personal computer, set of golf clubs, watches, jewellery and for any other item are set out in the Policy Schedule.

## Compensation table – Baggage and personal effects

Payable event	Compensation - What we will pay
Emergency baggage Your baggage is delayed, misdirected or misplaced by any carrier for more than eight hours.	The reasonable cost of you having to buy essential clothing and personal items up to the sum insured specified in the Policy Schedule.
Baggage and personal effects Your baggage or personal effects are accidentally damaged, lost or stolen.	<p>Depending on the circumstances of the payable event, whichever is the lesser of:</p> <ul style="list-style-type: none"> <li>repairing or replacing the items to a condition no better than their condition at the time of loss, damage or theft; or</li> <li>paying the value of any item in cash, taking into account an allowance for age, wear and tear,</li> </ul> <p>up to the sum insured specified in the Policy Schedule.</p> <p><b>Note:</b></p> <p>A pair or related set of items, for example – a camera, lenses (attached or not), tripod and accessories, chain and pendant, set of golf clubs, are only one item for this purpose.</p> <p>The way in which we depreciate is set out in the 'Depreciation table' below.</p>
<b>Depreciation table</b>	
The nominated annual depreciation rate will apply to each year of age up to a maximum of 80% of the original purchase price of an item.	
10%	Camping, sporting and leisure equipment (not leisure clothing), and musical instruments.
15%	Clothing, footwear, personal effects, baggage, prescription glasses, sunglasses, costume jewellery and books.
20%	Personal and or laptop computers, communication or photographic equipment, electronic equipment, iPods, mobile phones, CDs and DVDs.
50%	Toiletries including skin care, makeup, perfume, medication.

Items not listed above will also be subject to reasonable depreciation at average market rates for that item.

## Section F – Personal Money, Travellers Cheques and Credit Cards

### What we will pay

If during the period of insurance your property, as described below, is damaged, lost or stolen while on a journey we will pay the amounts as set out in the compensation table in this section of the Policy.

We will also provide cover for your property from the time you collect the property from a financial institution or 72 hours prior to the commencement of the journey and will continue for 72 hours after the completion of the journey or until property is deposited at a financial institution, whichever occurs first.

Property under this section is cash, travellers cheques and credit cards, passports and travel documents.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- cash unless carried by you;
- loss of property other than cash from suitcases that have been left in accommodation rooms or motor vehicles or transported as checked baggage or forwarded as unaccompanied baggage;
- property stolen unless reported to police or other relevant authority as soon as reasonably possible following discovery of the theft;
- confiscation by customs or other officials; or
- losses due to devaluation in currency.

### Compensation table – Personal money, travellers cheques and credit cards

Payable event	Compensation – What we will pay
Your money is lost or stolen.	The value of the money lost or stolen up to the sum insured as set out in the Policy Schedule.
Your credit cards or travellers cheques or travel documents are damaged, lost or stolen.	The reasonable cost of replacing the documents and any amounts that you have to pay resulting from their illegal use up to a maximum of \$5,000.

## Section G – Personal Liability

### What we will pay

We will indemnify you up to the amounts as set out in the compensation table if you become legally liable during the period of insurance to pay damages as a result of an occurrence while on a journey.

Occurrence under this section means the continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss of or damage to property.

### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- bodily injury to any employee of yours arising out of or in the course of employment;
- bodily injury to you or any member of their family;
- loss of or damage to property belonging to or in the control of you;
- loss of or damage to property belonging to any member of your family;
- loss of or damage to property or bodily injury arising out of your business or trade, or out of professional advice given by you;
- loss of or damage to property or bodily injury arising out of ownership, use or possession of any mechanically propelled vehicle, aircraft (including remotely piloted aircraft) or waterborne craft;
- aggravated, exemplary or punitive damages or any fine or penalty; or
- conditions:
  - (i) Coronavirus disease (COVID-19);
  - (ii) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-Cov-2);
  - (iii) any mutation of SARS-Cov-2;
  - (iv) any fear or threat of (i), (ii), or (iii) above.

### Compensation table – Personal liability

Payable event	Compensation – What we will pay
1. You become legally liable to pay damage as a result of the death or bodily injury to any person.	The sum of: <ul style="list-style-type: none"> <li>• the damages you are legally liable to pay; and</li> <li>• the third party legal costs for which you are legally liable; and</li> <li>• your legal costs,</li> </ul> up to the personal liability maximum benefit shown in the Policy Schedule.
2. You become legally liable to pay damage as a result of loss of or damage to property.	
3. The third party legal costs for which you become legally liable as a consequence of payable event 1 or 2.	
4. The legal costs of defending claims arising from payable events 1 or 2.	

## Section H – Loss of Deposits and Additional Expenses

### Words with special meaning in this section H

In this section the following words have the meanings set out below:

Word or term	Meaning
Additional accommodation, meal and travelling expenses	expenses we consider reasonable, over and above what you expected to pay for accommodation, meals and travelling expenses had the journey gone ahead as planned.
Act of terrorism	includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any Nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which: <ul style="list-style-type: none"> <li>• involves violence against one or more persons; or</li> <li>• involves damage to property; or</li> <li>• endangers life other than that of the person committing the action; or</li> <li>• creates a risk to health or safety of the public or a section of the public; or</li> <li>• is designed to interfere with or to disrupt an electronic system.</li> </ul>
Relative	your parent, parent-in-law, step-parent, child, step-child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancée, niece, nephew, uncle, aunt, grandparent, grandchild provided they reside in Australia.
Serious injury or serious illness	an injury or illness which results in a person being admitted as a hospital in-patient for a period in excess of 24 hours.

### What we will pay

We will pay the amounts as set out in the compensation tables in this section of the Policy if expenses in relation to the events stated in the compensation table are incurred during the period of travel.

The maximum amount we will pay under this section is shown in the Policy Schedule.

## What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- the decision to change or alter travel plans for any reason other than the events listed in the compensation table; or
- international border closure(s); or
- travel plans made after a World Health Organisation warning is issued and/or reported in the mass media, which recommends against travelling to the intended destinations; or
- travel plans made after an Australian Government travel advisory is issued which recommends against travel to all or parts of the intended destination with a 'Do not travel' advice level (reference: Department of Foreign Affairs and Trade – website: [www.smartraveller.gov.au](http://www.smartraveller.gov.au)); or
- death of a terminally ill person diagnosed prior to the journey, unless they die from any other reason; or
- when a journey is undertaken against medical advice; or
- an existing medical condition as defined in words with special meanings; or
- an act of terrorism;
- a cyber act or cyber incident.

## Loss of travel deposits - Conditions

1. In the event of 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 insolvency or the insolvency of any person, company or organisation they deal with, occurring after you have made your travel booking, we will reimburse non-recoverable expenses incurred up to a maximum amount that is shown in the Policy Schedule during any one period of insurance.
2. In the event of a claim caused by mental illness:
  - (a) a diagnosis must be made by a registered medical practitioner; and
  - (b) the diagnosed individual must have been assigned a mental health treatment plan; and
  - (c) the mental illness must have prevented you from travelling.

## Compensation table – Loss of deposits and cancellation/interruption expenses

Payable event	Compensation – What we will pay
Cancellation, delay, interruption or shortening of a journey resulting from: <ul style="list-style-type: none"> <li>• your unexpected death or your unexpected injury/illness suffered by you which a registered medical practitioner or dentist has certified will prevent you from continuing the journey as planned;</li> </ul> or <ul style="list-style-type: none"> <li>• the unexpected death or serious injury or serious illness of your spouse/partner, dependant child, relative, business partner or co-director;</li> </ul> or <ul style="list-style-type: none"> <li>• any other unforeseen and unforeseeable circumstances outside of your and the insured's control, not otherwise excluded under the Policy.</li> </ul>	The cost of: <ul style="list-style-type: none"> <li>• reimbursing cancellation fees, lost deposits and non-refundable unused portions of travel on prepaid tickets and bookings, that cannot be recovered from any other source; and</li> <li>• any reasonable and necessarily incurred additional accommodation, meal and travel expenses as a result of disruption to your journey;</li> <li>• the reimbursement of the equivalent cost for actual lost frequent flyer or similar customer loyalty points, provided:               <ul style="list-style-type: none"> <li>○ the ticket was purchased with the use of loyalty points;</li> <li>○ points cannot be reimbursed or claimed by anyone else; and</li> <li>○ the cost is not greater than the actual purchase price of the ticket,</li> </ul> </li> </ul> up to the maximum amount shown in the Policy Schedule. <p>In the event of a claim arising from:</p> <ol style="list-style-type: none"> <li>(i) Coronavirus disease (COVID-19);</li> <li>(ii) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-Cov-2);</li> <li>(iii) any mutation of SARS-Cov-2; or</li> <li>(iv) any fear or threat of (i), (ii), or (iii) above,</li> </ol> the maximum we will pay is \$5,000 per person up to a maximum of \$10,000 per trip. <p>We may choose to reimburse you or pay the provider direct up to the sum insured in the Policy Schedule.</p>



**Compensation table – Additional expenses**

Payable event	Compensation – What we will pay
Lost passport or travel documentation.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000.
Hijacking - delay or interruption for a period in excess of 12 hours.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000.
Arrest or Detention – your false arrest or wrongful detention overseas by any Government or foreign power.	Legal costs incurred, up to an amount not exceeding \$50,000.
	Counselling costs incurred, up to an amount not exceeding \$5,000.
Disruption to public transport – due to a strike, riot or civil commotion, flood, adverse weather or natural disaster.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000.
Overbooked flight and no alternative transport available within eight hours of the departure time.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per insured person per day, to a maximum of \$5,000.

**Section I – Refund of Excess following Collision Damage or Theft****What we will pay**

We will pay the amounts as set out in the compensation table in this section of the Policy if you while on a journey hire a vehicle and as a result of the vehicle being damaged, stolen or involved in a collision, you are responsible to refund the excess.

The maximum amount we will pay under this section is shown in the Policy Schedule.

**What we will not pay**

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- if you do not hold a valid driving licence in the country they are operating the vehicle;
- if you use the vehicle illegally;
- if you cause loss or damage to the vehicle as a result of a breach of the provisions of the hiring agreement; or
- if the vehicle is not rented from a licensed rental agency.

The Exclusions and General Conditions set out in this Policy may also affect a claim.

**Compensation table – Refund of excess following collision damage or theft**

Payable event	Compensation – What we will pay
1. You are involved in a collision while in control of a rented vehicle.	The amount of excess that you have paid.
2. Your rented vehicle is stolen or damaged.	The amount of excess that you have paid.

## General exclusions

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution or insurrection, civil commotion assuming proportions of or amounting to an uprising, of military or usurped power;
- or
2. radioactive contamination, whether arising directly or indirectly including the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1 or 2 above.

### Health insurance exclusion

We won't pay any benefits under any section of this Policy which:

- are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations; or
- we're prevented from paying under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).

### Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for us to do so.

### Additional exclusions applying to this Policy

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

1. intentional self injury or suicide or any attempt at suicide;
2. flying or other aerial activity unless as a passenger in a properly licensed aircraft;
3. any criminal or illegal act;
4. being under the influence of, or addicted to, intoxicating liquor or a drug, except a drug taken in accordance with the advice of a registered medical practitioner;
5. participating in or training for any professional sport;

6. expenses recoverable by you from any other source such as Workers' Compensation or any other statutory scheme or Medicare or private health insurance;
7. expenses or costs which are considered to be 'Health Insurance Business', as defined within the *Private Health Insurance Act 2007* (Cth) and its Regulations;
8. any expenses or costs which are prohibited by law from paying within Australia or the country in which a claim occurs;
9. the illness, injury or death, is caused by, or consequent upon, an existing medical condition of you, a member of your travelling party or a non-travelling relative or business partner;
10. you maintain a course of treatment you were on at the time your journey commenced, except the cost of medical consultation fees incurred to replace prescription medication which is accidentally lost, stolen or damaged, together with the cost of the medication itself;
11. illness, injury or death where a metastatic condition and/or terminal prognosis was made, in relation to any medical condition, prior to the issue of the Policy Schedule or 30 days prior to booking the trip;
12. the illness, injury or death of a person who is not a member of your travelling party and is 80 years of age or over at the time the journey is booked;
13. childbirth or pregnancy except as provided in the Policy Schedule;
14. if you are 75 years of age or over at the time the journey is booked;
15. a loss which occurs beyond the period of travel shown in the Policy Schedule;
16. failing to take reasonable precautions to avoid and/or minimise any loss;
17. acting maliciously;
18. taking part in a riot or civil commotion;
19. any consequential loss or loss of enjoyment;
20. you deciding to alter your plans or not to continue with the journey;
21. any loss which occurs on a journey that was not registered prior to the commencement of travel;
22. hunting, playing polo, racing (except on foot), mountaineering or rock-climbing using support ropes, participating in base jumping, running with bulls, or pot-holing;
23. travelling in international waters in a private sail vessel or privately registered sail vessel;
24. scuba diving unless you hold an open water diving licence or were diving under licensed instruction;
25. riding a motorcycle in excess of 100cc (except as a pillion passenger) without a licence that is valid in Australia;
26. riding a 4-wheel motorcycle even as a pillion passenger.

## General conditions

When making a claim, you must have met and then continue to comply with the conditions of this Policy. There are conditions set out in these general conditions, in the claims section and under each particular cover and section. If any of these conditions of this Policy are not met, we may refuse to pay a claim or reduce the amount we pay for a claim.

If you make a fraudulent claim we may also refuse to pay that claim or reduce the amount we pay you for it.

### Declaring Travel

You must declare all trips prior to the commencement of your journey by registering each trip through the union website.

### Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- telling us as soon as possible if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court and giving evidence if needed.

At all times you must refrain from behaving in a way that is improper, hostile or threatening towards us, our representatives or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

### Reasonable actions and precautions

You must take reasonable care to prevent damage, injury or loss. At all times, you must:

- prevent damage to property insured, as well as to others and their property;
- minimise the cost of any claim under this Policy.

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you not complying with all laws relating to the safety of a person or damage to property.

### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

## Claims

### What you must do after an incident

1. If anything happens that is likely to lead to a claim you must:
  - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness;
  - tell the financial services provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow;
  - complete our claim form and return it to us within 30 days;
  - at our expense, undergo any medical examination by a registered medical practitioner appointed by us if we reasonably require it;
  - obtain evidence from a registered medical practitioner as soon as you are aware of signs or symptoms of a condition, in the case of mental illness; and
  - provide us with any relevant information about the claim we ask for including:
    - > reports from police, transport provider hotel or other authority;
    - > reports or certificates from a registered medical practitioner;
    - > your mental health treatment plan if your claim is the result of mental illness;
    - > accounts and receipts;
    - > valuations and proof or evidence of ownership;
    - > letters and notices you receive from anyone else about the claim;
  - if in doubt at any time, ring your financial services provider for advice.
2. You must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all relevant information in regard to matters which may lead to liability under this Policy.
3. As soon as an event that can justify a claim occurs, you must make reasonable endeavours to minimise the loss, damage or liability.
4. We have the right to make admissions. We may refuse to indemnify or cover you if you admit fault, make any offer of payment or defend a claim in court without our consent.
5. We will be entitled to conduct in your name the defence or settlement of any claim or to prosecute in your name.
6. We will pay benefits to you unless the insured instructs us to do otherwise.

## How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance which may include giving us statements, documents or evidence in any legal proceedings. This may also include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

## What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

## Other terms

These other terms apply to how this Policy operates.

### Aggregate limits of liability

The aggregate limit of liability is the maximum amount we will pay for any one event involving more than one insured person on the same journey. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

The aggregate limit of liability is shown in the Policy Schedule. This limit applies to Sections A, B, E, F and I of the Policy except as stated below:

1. Non-scheduled flights (including helicopter and light aircraft) – the aggregate limit of liability applicable to an event involving travel in a non-scheduled flight is shown in the Policy Schedule.
2. The aggregate limit of liability does not apply to the following sections of the Policy:
  - Section C (Overseas medical and additional expenses); or
  - Section D (Emergency travel assistance); or
  - Section H (Loss of deposits and additional expenses).
3. Section G (Personal Liability): the aggregate limit of liability does not apply to this section of the Policy. Our limit of liability under this section of the Policy for any one occurrence will be limited to the amount shown in the Policy Schedule.

### Currency

The values and limits shown in this PDS are in Australian dollars (AUD). If expenses are incurred in another currency, then the rate of currency exchange used to calculate the amount of compensation to Australian dollars will be the rate at the date the expense is incurred.

### Jurisdiction

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

If any of these conditions are not met, we may refuse to pay a claim or reduce the amount we pay for a claim.

### Other interests

Any person or persons whose interests you have told us about and we have noted on your Policy Schedule are bound by the terms of this Policy in relation to any claim they make.

### Subrogation, recovery action and uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

### References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

