

BUSINESS TRAVEL INSURANCE POLICY

Important

YOUR DUTY OF DISCLOSURE

Before You enter into a contract of insurance with an insurer, You have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before You renew, extend, vary or reinstate a contract of general insurance.

You are to give Us notice in writing as soon as possible of every change materially varying any of the facts or circumstances existing at the commencement of this insurance.

Your duty however does not require disclosure of a matter -

- < that diminishes the risk to be undertaken by the insurer;
- < that is common knowledge;
- < that Your insurer knows or, in the ordinary course of his/her business, ought to know;
- < as to which compliance with Your duty is waived by the insurer.

NON-DISCLOSURE

If You fail to comply with Your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.



Business Travel Insurance Policy

Underwritten by
ACE INSURANCE LIMITED
 ACN 001 642 020
 28-34 O=Connell Street, Sydney NSW 2000

This Policy provides for the payment of benefits in connection with a Journey undertaken or to be undertaken by an Insured Person. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local ACE Office. All cover is subject to the payment of premium and the terms, conditions, provisions and exclusions of the Policy which includes the current Schedule.

If for any reason You are not completely satisfied with this Policy, You may cancel it by returning it to Us within fourteen (14) days of receipt by You. We will refund in full any premium paid and the Policy will be treated as though it had never existed.

DEFINITIONS

For the purpose of this Policy, the following definitions apply:-

WE/OUR/US means ACE Insurance Limited, ACN 001 642 020, of 28-34 O=Connell Street, Sydney NSW 2000.

YOU/YOUR means the Insured named in the Schedule.

INSURED PERSON means such person or persons who come within the description of Insured Person contained in the Schedule, who are nominated by You from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.

JOURNEY is as described in the Schedule.

PERIOD OF INSURANCE is the period shown in the current Schedule.

EXCESS means the first amount of each and every claim that is payable by You or the Insured Person as stated in the Schedule of Benefits.



Section 1

Personal Accident and Sickness

EXTENT OF COVER

PERSONAL ACCIDENT

If as a result of an Injury while on a Journey an Insured Person suffers from any of the Conditions described in the Table of Conditions, We will pay the benefits set out in that Table, subject to the provisions of this Policy.

SICKNESS

If as a result of a Sickness first manifesting itself while on a Journey and for which the Insured Person has not received treatment or advice for treatment during the 30 days prior to the commencement date of that Journey, an Insured Person suffers from Temporary Total Disablement and provided that disablement occurs within 12 months of the date of first manifestation of the Sickness, We will pay the benefit set out in the Table of Conditions, subject to the provisions of this Policy.

DEFINITIONS

INJURY means bodily injury happening fortuitously and resulting from an accident occurring while this Policy is in force caused by violent, external and visible means, but does not include any condition which is also a Sickness.

SICKNESS means any illness or disease which results in the Temporary Total Disablement of the Insured Person.

PERMANENT means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

TOTAL DISABLEMENT means the inability of an Insured Person to engage in or attend to any occupation or business for which he or she is reasonably qualified by reason of education, training or experience.

TEMPORARY TOTAL DISABLEMENT means the temporary inability of an Insured Person to engage in his or her usual occupation, or business duties.

TEMPORARY PARTIAL DISABLEMENT means the temporary inability of an Insured Person to engage in a substantial part of his or her usual occupation, or business duties.

EARNINGS means:

1. in the case of an employee, his or her weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances averaged during the period of twelve (12) months immediately preceding the commencement of disability or over such shorter period as he or she has been employed;

or

2. in the case of a self-employed person, his or her pre-tax weekly income derived from personal exertion after deduction of all expenses incurred in connection with the derivation of that income averaged over the period of twelve (12) months prior to disability commencing or over such shorter period as he or she has been self-employed.

LOSS in connection with a limb or part of a limb means physical severance or permanent loss of the use of.

CONDITIONS means a conditions described in the Table of Conditions.



Table of Conditions

COVERED UNDER SECTION 1

PART A - LUMP SUM BENEFITS

Cover under this Part applies only if a Lump Sum Insured is shown in the Schedule of Benefits against Part A.

THE CONDITIONS	THE BENEFIT
Injury resulting directly in the following Conditions, which occur within 12 months of the date of the Injury:	Being a percentage of the Lump Sum Insured shown in the Schedule of Benefits for each Insured Person.
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	100%
8. Permanent and incurable insanity	100%
9. Permanent Total Loss of hearing in:-	
(a) both ears	100%
(b) one ear	20%
10. Permanent Total Loss of use of four fingers and thumb of either hand	75%
11. Permanent Total Loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Total Loss of use of four fingers of either hand	40%
14. Permanent Total Loss of use of one thumb of either hand:-	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of fingers of either hand:-	
(a) three joints	10%
(b) two joints	8%
(c) one joint	5%
16. Permanent Total Loss of use of toes of either foot:-	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great, each toe	1%
17. Fractured leg or patella with established non union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Disability of the senses or the parts of the body described in Conditions 9 to 18 but involving an extent of disability other than that described in Conditions 9 to 18 (for example Permanent Loss of fifty percent of hearing in (a) both ears; (b) one ear, as compared to Permanent Total Loss of hearing in (a) both ears; (b) one ear).	Such percentage of the Lump Sum Insured as We shall in Our absolute discretion determine being in Our opinion not inconsistent with the Benefits provided for Conditions 9 to 18 inclusive.



INJURY RESULTING IN SURGERY - BENEFITS

Cover under this Part applies only if a Sum Insured is shown in the Schedule of Benefits against Part A - Injury Resulting In Surgery - Benefits.

Injury resulting directly in the following surgical procedures being carried out within 12 months of the date of the Injury:	The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits.
20. Craniotomy	100%
21. Amputation of a limb	50%
22. Fracture of a limb requiring open reduction.	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

PART B - WEEKLY BENEFITS - INJURY

Cover under this Part applies only if a Sum Insured is shown in the Schedule of Benefits against Part B.

Injury resulting directly in the following Conditions which occur within 12 months of the date of the Injury:	
25. Temporary Total Disablement	During such disablement, the Weekly Benefit stated in the Schedule of Benefits, but not exceeding the Earnings of the Insured Person.
26. Temporary Partial Disablement	25% of the amount payable for Condition 25.

PART C - WEEKLY BENEFITS - SICKNESS

Cover under this Part applies only if a Sum Insured is shown in the Schedule of Benefits against Part C.

Sickness resulting directly in the following Condition:	
27. Temporary Total Disablement	During such disablement, the Weekly Benefit stated in the Schedule of Benefits, but not exceeding the Earnings of the Insured Person.



PART C - SICKNESS RESULTING IN SURGERY - BENEFITS

Cover under this Part applies only if a Sum Insured is shown in the Schedule of Benefits against Part C - Sickness Resulting In Surgery - Benefits.

Sickness resulting directly in the following surgical procedures which occur within 12 months of the date of first manifestation of the Sickness:	The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits.
28. Open heart surgical procedure	100%
29. Brain surgery	50%
30. Abdominal surgery carried out under general anaesthetic	50%
31. Any other surgical procedure carried out under a general anaesthetic	5%

PART D - INJURY RESULTING IN BROKEN BONES OR FRACTURED BONES – LUMP SUM BENEFITS

Cover under this Part applies only if a Sum Insured is shown in the Schedule of Benefits against Part D.

Injury resulting directly in the following broken bones or fractured bones which occur within 12 months of the date of the Injury:	The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits.
32. Neck, skull or spine (full break)	100%
33. Hip	75%
34. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
35. Cheekbone, shoulder or hairline fracture of skull or spine	30%
36. Arm, elbow, wrist or ribs (other fracture)	25%
37. Leg, ankle or knee (simple fracture)	20%
38. Nose or collar bone	20%
39. Arm, elbow, wrist or ribs (simple fracture)	10%
40. Finger, thumb, foot, hand or toe	7.5%

In the case of an established non-union of any of the above breaks or fractures, We will pay an additional Benefit of 5% of the Sum Insured shown against Part D.

The maximum Benefit payable for Injury resulting in broken bones or fractured bones with respect to any one Injury shall be \$3,000.



A simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a legally qualified medical practitioner requires minimal and uncomplicated medical treatment.

Other fracture is any fracture other than a simple fracture.

PART E - INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES - BENEFITS

Cover under this Part applies only if a Sum Insured is shown in the Schedule of Benefits against Part E.

Injury resulting directly in the following loss or procedures (as the case may be), which occur within 12 months of the date of the Injury:	The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits.
41. Loss of teeth or full capping of teeth, per tooth	100%
42. Partial capping of teeth, per tooth	50%

The maximum Benefit payable with respect to any one Injury shall be \$500.

For the purpose of Part E: A tooth means a sound and natural permanent tooth, but does not include first or milk teeth, dentures and dental fillings.



ADDITIONAL COVER

1. **Exposure**

If as a result of an accident occurring during the Period of Insurance, an Insured Person is exposed to the elements and within twelve (12) months of the accident he or she suffers from any of the Conditions set out in the Table of Conditions as a direct result of that exposure, he or she will be deemed for the purpose of this Policy to have suffered an Injury on the date of the accident.

2. **Disappearance**

If an Insured Person disappears following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which he or she was then travelling and his or her body has not been found within twelve (12) months after the date of that disappearance, he or she will be deemed to have died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

3. **Hijack/Riot Strike or Civil Commotion**

For the purpose of Section 1, General exclusion 3 shall not apply to an Injury sustained as a result of hijacking, riot, strike or civil commotion.

4. **Escalation of Claim Benefit**

After payment of a Benefit under Condition 25 and/or 26 or Condition 27 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a Benefit is paid, the Benefit will be increased by 5% per annum compound.

5. **Guaranteed Payment**

If an Insured Person sustains an Injury or suffers a Sickness for which Benefits are payable under Condition 25 or 27, We will immediately pay ten (10) weeks Benefits provided that proper medical evidence is produced by a legally qualified medical practitioner certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks.

CONDITIONS

1. After the occurrence of any of Conditions 2 to 8 to an Insured Person no further liability will be incurred by Us for any subsequent Injury to that Insured Person under this Section during that Journey.
2. Benefits shall not be payable for more than one of the Conditions 1 to 19 in respect of the same Injury.
3. After the occurrence to an Insured Person of any of the Conditions 2 to 8, all cover with respect to any further Injury with respect to that Insured Person will cease.
4. Benefits are payable for Conditions 2 to 19 and Condition 25 or 26 concurrently in respect of the same Injury that results in an entitlement under either one of the Conditions 2 to 19 or Condition 25 or 26.
5. Benefits shall not be payable:-
 - a) for Conditions 25, 26 and 27 in excess of a total period of one hundred and fifty six (156) weeks in respect of any one Injury or Sickness;
 - b) for Conditions 25, 26 and 27 during the Excess Period stated in the Schedule of Benefits, calculated from the commencement of disability, and in an amount which exceeds the percentage of Earnings stated in the Schedule of Benefits;
 - c) unless the Insured Person shall as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Policy procure and follow proper medical advice from a legally qualified medical practitioner;
 - d) for more than one of Conditions 25 and/or 26 in Part B or Condition 27 in Part C of the Table of Conditions that occur for the same period of time;



- e) for more than one of the surgical benefits described in Conditions 20 to 24 and 28 to 31, in respect of any one Injury or Sickness;
 - f) for more than one of the broken bones or fractured bones described in Conditions 32 to 40, in respect of any one Injury;
 - g) for more than one loss or procedure described in Conditions 41 and 42 in respect of any one Injury.
6. The amount of any Benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any Workers Compensation or Accident Compensation Scheme and the amount of any sick pay entitlement so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Earnings of the Insured Person stated in the Schedule of Benefits.
 7. If as a result of Injury or Sickness, Benefits become payable under Parts B or C of the Table of Conditions and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply.
 8. Subject to the Guaranteed Payments referred to in paragraph 5 under Additional Cover, Weekly Benefits for Conditions 25, 26 and 27 shall be payable monthly in arrears. Disability for a period of less than a week shall be paid for at the rate of one-seventh (1/7th) of the Weekly Benefit for each day during which disability continues.
 9. All Benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.
 10. If as a result of Injury the Insured Person is entitled to a Benefit under Conditions 25 and/or 26 and subsequently becomes entitled to a Benefit under Event 2, all Benefits payable under Conditions 25 and 26 shall cease from the date of such entitlement.
 11. The Benefit payable in respect of an Insured Person under 18 years of age for Condition 1 (Death) will be \$10,000.



Section 2

Kidnap & Extortion

EXTENT OF COVER

We will reimburse You for Extortion/Ransom Monies paid upon the Kidnap or alleged Kidnap of an Insured Person(s), and Extortion upon You or an Insured Person(s) whilst on a Journey for the purposes of Your business but limited to the maximum liability shown in the Schedule of Benefits for Section 2 for any one Kidnap/Extortion. Subject to the maximum Limit of Liability shown in the Schedule of Benefits 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(s) demanding the Extortion/Ransom Monies by anyone who is authorized by You or an Insured Person(s) to have custody thereof, provided, however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder subject always to the maximum liability shown in the Schedule of Benefits.
2. The amount paid by You for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance.
3. Reasonable and customary expenses of Pinkerton Security and Investigation Services or of other independent security consultants, provided that We have given Our prior written consent to the use of such other independent security consultants retained by You for the exclusive function of responding to a Kidnap or Extortion insured herein.

DEFINITIONS

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(s) 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(s) for the purpose of demanding Extortion/Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person(s) is abducted shall be considered a single Kidnap.

EXTORTION means to intimidate by a threat or series of threats to Kidnap, or cause Bodily Injury.

INSURED PERSON(S) means:-

1. Such person or persons who come within the description of Insured Person contained in the Schedule, who are nominated by You from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.
2. Any person(s) directly involved in the handling or negotiation of the Kidnap or Extortion.

BODILY INJURY means to kill or injure an Insured Person(s).

EMPLOYEE COMPENSATION means the total pre-tax income excluding commission, bonuses, overtime payments and any other allowances averaged during the period of twelve months immediately preceding the Kidnap or Extortion.



EXPENSE means any of the following incurred and paid by You as a direct result of:-

1. Reasonable payment paid by You to a person providing information which leads to the arrest of the individual(s) responsible for a Kidnap or Extortion insured herein; and
2. Reasonable and customary loan costs incurred by You from a financial institution providing money to be used for Extortion/Ransom Money payments; and
3. Reasonable and customary travel and accommodation costs incurred by You or an Insured Person(s) as a result of Kidnap or Extortion; and
4. Employee Compensation paid by You to an Insured Person(s) or on behalf of an Insured Person(s) for the Kidnap or Extortion, for
 - a) Up to thirty (30) days after the release of the Insured Person(s) from a Kidnap;
 - b) Discovery of the Death of the Insured Person(s); or
 - c) 120 days after You receive the last credible evidence that the Insured Person(s) is still alive; or
 - d) Sixty (60) months from the date of the Kidnap if the victim has not been released; and
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, if the victim has not been released, and upon release for a further thirty (30) day period provided that the maximum payable under this paragraph for payments made by You for a temporary replacement employee will not exceed payments for a sixty (60) month period from the date of the kidnap.
6. Personal Financial Loss suffered by the Insured Person(s); and
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 Insured Person and replacement person(s); and
8. Reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person(s) 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 covered cause of loss.

CONDITIONS

1. **Inspection and Audit**

We may examine and audit Your books and records at any time during the Policy Period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

2. **Your Duties in the Event of Occurrence, Claim or Suit**

- a) In the event of an occurrence, written notice containing particulars sufficient to identify You and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the victim(s) and of available witnesses, shall be given by or for You to Us or any of Our authorized agents as soon as practicable.



- b) If claim is made or suit is brought against You, You shall immediately forward to Us every demand, notice, summons or other process received by You or Your representative.
- c) You shall cooperate with Us and, upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to You because of Injury or damage with respect to which insurance is afforded under this Policy; and You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

3. **Suits Against Us**

You agree not to bring suit against Us unless You have complied with all the terms of this Policy. Any such suit must be brought within two years after the Loss has occurred.

4. **Misrepresentation and Fraud**

This entire Policy is void if:

- a) You have concealed or misrepresented any material fact or circumstance concerning this insurance; or
- b) You make any attempt to defraud Us either before or after a Loss.

5. **Conformity With Law**

If any of the terms of this Policy (and forms attached to it) conflict with any law of the jurisdiction in which the Policy is issued, the Policy is amended to conform to such law.

6. **Recovery Rights**

If We pay a claim under this Policy, We are entitled, to the extent of Our payment, to take over Your related rights of recovery from other people and organizations. You have an obligation not to make it harder for Us to enforce these rights. You agree to sign any papers, deliver them to Us, and do anything else that is necessary to help Us exercise Our rights.

7. **Due Diligence**

You and all Insured Person(s) will exercise due diligence in doing all things to avoid or reduce any Loss under this Insurance.

8. **Confidentiality**

You and all Insured Person(s) insured under this Policy will make a reasonable effort not to disclose the existence of this Insurance.

SPECIFIC EXCLUSIONS

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(s) permanently residing or staying for more than ninety (90) consecutive days in the country where the Kidnap or Extortion occurs.
3. Any fraudulent or dishonest act committed by You, an Insured Person(s) or any person You authorise to have custody of Extortion/Ransom Monies.



Section 3

Hijack and Detention

Hijack

If during the Period of Insurance and as a direct result of Hijack an Insured Person is forcibly detained for more than twelve (12) hours during a Journey, We will pay You the daily amount shown in the Schedule of Benefits against Section 3, for every day of continued Detention up to the maximum amount shown in the Schedule of Benefits.

Detention

If during any Period of Insurance an Insured Person is detained during a Journey by any Government, State, or other lawful authority for any reason (other than specified below), We will pay the daily Benefits shown in the Schedule of Benefits for each day of Detention up to a maximum of 60 days.

DEFINITIONS

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

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.

DETAINED means restraint by way of custody or confinement against the Insured Person=s will.

LEGAL COSTS EXTENSION

In the event of an Insured Person incurring his or her own legal costs as a result of being Detained, We will reimburse the Insured Person such legal costs up to the maximum amount shown in the Schedule of Benefits.

SPECIFIC EXCLUSION

We shall not be liable for any Detention attributable to the Insured Person breaking the law of any Country or State.



Section 4

Medical, Additional Expenses & Cancellation/ Curtailment Expenses

EXTENT OF COVER

Medical and Additional Expenses

If during the Period of Insurance an Insured Person suffers Death, Injury or Sickness during a Journey, We will reimburse You or the Insured Person for the following expenses incurred, for the period up to twelve (12) months from the date the Insured Person suffers Death or Injury or for the period up to twelve (12) months from the date of first manifestation of Sickness by the Insured Person, up to the limit specified in the Schedule of Benefits:

1. Medical Expenses (as defined) and additional expenses or forfeited travel, hotel or out of pocket expenses reasonably and necessarily incurred as a direct result of such Death, Injury or Sickness;
2. Reasonable travel and accommodation expenses of two close relatives or travelling companions of the Insured Person who, on written medical advice, are required to travel to or remain with the Insured Person;
3. Reasonable funeral expenses incurred outside of the place of Departure on a Journey for the burial or cremation of the Insured Person up to a maximum amount shown in the Schedule of Benefits;

or

- b) Costs (excluding funeral and interment costs) incurred in transporting the Insured Person's body or ashes and personal effects to the place of Departure on a Journey up to the maximum amount shown in the Schedule of Benefits.

Cancellation/Curtailment Expenses

If during the Period of Insurance and during the Journey an Insured Person necessarily incurs reasonable additional or forfeited travel, hotel or out of pocket expenses as a result of:-

1. Death, Serious Injury or Serious Sickness of the Insured Person's Close Relative, business partner or travelling companion;
2. Any other unforeseen circumstances outside the control of the Insured or the Insured person

We will pay You for those expenses up to the limit specified in the Schedule of Benefits.

DEFINITIONS

INJURY means bodily injury happening fortuitously and resulting from an accident occurring during a Journey and caused by violent, external and visible means, but does not include any condition which is also a Sickness.

SICKNESS means illness or disease occurring during a Journey.

SERIOUS INJURY OR SERIOUS SICKNESS means Injury or Sickness that causes Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending medical practitioner.



MEDICAL EXPENSES means all reasonable costs necessarily incurred outside Australia or any other place of departure on a Journey for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Medical Expenses does not include expenses incurred for routine dental or optical treatment or any other dental or optical treatment except those expenses incurred as the result of an emergency.

CLOSE RELATIVE means spouse, 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), stepchild, grandparent or grandchild provided such person(s) is/are at the relevant time under 80 years of age.

EXTENSIONS

Continuous Worldwide Bed Confinement

If during any Period of Insurance, and during a Journey, an Insured Person is confined to bed by a qualified medical practitioner for a period in excess of 7 days, We will pay the Insured Person the daily Benefit shown in the Schedule of Benefits for each day of bed confinement up to a maximum of 100 days.

SPECIFIC EXCLUSIONS

We shall not be liable for any expenses:

1. Incurred where a Journey is undertaken against the advice of a qualified medical practitioner or when unfit to travel or if the purpose of the Journey is to seek medical attention.
2. Incurred after the period of twelve months from the date the Insured Person suffers Death or Injury or after the period of twelve months from the date of first manifestation of Sickness by the Insured Person.
3. Incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973.

4. Recoverable by You and/or the Insured Person from any other source.
5. Incurred for any medication for a condition which commenced prior to the commencement of travel for which the Insured Person has been advised to continue during travel.
6. Arising directly or indirectly out of:-
 - a) Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the particular travel was booked that such events were likely to occur;
 - b) Carrier caused delays where the cost of the expenses is recoverable from the carrier;
 - c) Any business or financial or contractual obligations of You, the Insured Person or any other person;
 - d) Any change of plans, or disinclination on the part of the Insured Person or of any other person to travel;
 - e) The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey;
 - f) Default by a person, agency or tour operator from whom You or the Insured Person purchased his travel arrangements.



Section 5

ACE Assistance

EXTENT OF COVER

If during the Period of Insurance the Insured Person requires Emergency Assistance as a direct result of the Insured Person sustaining Injury or Sickness (as defined in Section 4 of this Policy) during a Journey, the Insured Person should immediately contact ACE Assistance on the telephone number provided.

CONDITIONS

1. ACE Assistance must be promptly informed of any potential claim under this Section.
2. You and/or the Insured Person should not try to provide solutions to problems encountered without involving ACE Assistance as this may prejudice reimbursement of expenses.
3. Repatriation will be organised by ACE Assistance by the most appropriate method including, if necessary, the use of air services.
4. Evacuation expenses shall include necessary expenses incurred for qualified medical staff to accompany an Insured Person.
5. In the event of ACE Assistance being provided in good faith to any person not insured under this Policy You shall reimburse Us for all costs incurred.

Emergency assistance expenses include all expenses incurred in repatriating the Insured Person to the most suitable hospital or to the Insured Person's home address in Australia or any other place of departure on a Journey provided that such repatriation is:

- a) Necessary on medical advice and
- b) Organised by ACE Assistance.

ADDITIONAL MEDICAL, LEGAL AND PERSONAL SERVICES PROVIDED BY YOUR ACE ASSISTANCE CARD

- < Worldwide 24 hour telephone access to ACE Assistance Network
- < Emergency Travel Assistance
- < Telephone medical advice
- < Emergency medical evacuation
- < Medically supervised repatriation
- < Hospital admittance deposits up to US\$2,500
- < Dispatch of doctors and medicine
- < Assistance in replacing a Lost or Stolen Passport
- < Verification of Medical Insurance for Medical Services
- < Travel information on passports, visa and vaccinations
- < Legal Assistance
- < Emergency message transmission
- < Interpreter access and referral
- < Compassionate visit if travelling alone and hospitalised for more than a week



- < Return of dependant children
- < Return of mortal remains
- < Bail bond services
- < Assistance in tracing Delayed or Lost Luggage
- < Payment of approved Medical Services by claims process or redirection of hospital accounts to ACE.
- < Emergency Medical advice 24 hours a day.

ADDITIONAL SECURITY SERVICES

- < Travel security information
- < Access to the AEA Crisis Centres in emergencies
- < Political evacuation at member rates to the client

ADDITIONAL SECURITY SERVICES AVAILABLE ON A FEE FOR SERVICE BASIS

- < Customized evacuation planning
- < International legal and hostage negotiation referral services
- < Security escorts training drivers and VIP facilitation

Section 6

Loss of Deposits

EXTENT OF COVER

If during the Period of Insurance You or any Insured Person necessarily incurs loss of travel and accommodation expenses paid in advance of a proposed Journey as a result of any of the unforeseen circumstances set out below, and for which You or the Insured Person are legally liable to pay and which are not recoverable from any other source We will pay for those expenses up to the limit specified in the Schedule of Benefits:

1. The Insured Person sustaining Injury or Sickness which results in the Insured Person being certified by a qualified medical practitioner as being unfit to commence the Journey;
2. The Serious Injury or Serious Sickness of the Insured Person's Close Relative, business partner or travelling companion;
3. Any unforeseen circumstances outside the control of the Insured or the Insured Person.

DEFINITIONS

CLOSE RELATIVE means spouse, 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, fiance, stepchild, grandparent or grandchild provided such person(s) is/are at the relevant time under 80 years of age.

INJURY has the same meaning as in Section 4



SERIOUS INJURY OR SERIOUS SICKNESS means Injury or Sickness which causes Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending medical practitioner.

SICKNESS has the same meaning as in Section 4.

SPECIFIC EXCLUSIONS

We shall not be liable for any loss attributable to:

1. Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the particular travel was booked that such events were likely to occur.
2. Carrier caused delays where the cost of the expenses is recoverable from the carrier.
3. Any business or financial or contractual obligations of You, the Insured Person or any other person.
4. Any change of plans or disinclination on the part of the Insured Person or of any other person to travel.
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
6. Default by a person, agency or tour operator from whom the Insured or the Insured Person purchased his travel arrangements.

Section 7

Baggage/Business Property and Money/Travel Documents

EXTENT OF COVER

If during the Period of Insurance an Insured Person sustains loss of or theft or damage to:

1. Baggage or Business Property,

or
2. Money or Travel Documents including loss arising from the fraudulent use of money

During a Journey We will indemnify You or the Insured Person in respect of such loss or damage up to the limit of liability set out in the Schedule of Benefits.

DEFINITIONS

BAGGAGE means personal effects, personal computers or electronic equipment and mobile telephones belonging to You or the Insured Person or for loss or damage to which the Insured Person is legally responsible which are taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey.

BUSINESS PROPERTY means plans, business papers, specifications, manuscripts, stationery (but only for the face value of the foregoing) and office equipment.



MONEY/TRAVEL DOCUMENTS means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, passports, travel tickets, credit card(s) and petrol and other coupons.

EXTENSIONS

1. In the event of any carrier losing or temporarily mislaying an Insured Person's baggage for more than 8 hours during a Journey, We shall pay up to \$1,000 for Deprivation of Baggage by way of reimbursement for any reasonable expenses incurred by the Insured Person in purchasing essential replacement clothing or requisites.
2. In respect of money held for the purpose of a Journey, cover shall commence at the time of collection from the bank or 72 hours prior to commencement of the Journey whichever is the later and shall continue for 72 hours after termination of the Journey or until deposit at the bank whichever occurs first.

CONDITIONS

1. The Insured Person shall take all reasonable precautions for the safety and supervision of any insured Baggage, Business Property or Money/Travel Documents.
2. On the happening of any loss or damage We shall be entitled to take and keep possession of such property and to deal with salvage in a reasonable manner.
3. The amount payable under Section 7 for loss of or damage to Baggage or Business Property is:-

- a) in respect of an article(s) fifteen (15) years old or less, We shall have the option of repairing or replacing the article(s), with article(s) in the same condition but not better or more extensive than the article(s) were when new or by payment of the cost of that article(s);

or

- b) in respect of an article(s) more than fifteen (15) years old, We shall have the option of repairing or replacing the article(s), with article(s) in the same condition but not better or more extensive than the article(s) were at the time that the loss or damage occurred or by payment of the cost of that article(s).
4. In no event shall We pay more than the Sum Insured stated in the Schedule of Benefits for Section 7.
5. The maximum amount We will pay for any one item, set or pair of items is 25% of the Sum Insured or \$2,000 whichever is the greater, unless otherwise specified in the Schedule.

SPECIFIC EXCLUSIONS

We shall not be liable for any loss or damage:

1. In respect of both Baggage/Business Property and Money/Travel Documents:
 - a) not reported to either the police or transport carrier (written reports will be required at the time of making a claim);
 - b) due to confiscation by customs or any other lawful authority;
 - c) recoverable from any other source.



2. In respect of Baggage/Business Property:

- a) to unaccompanied items unless collected from the Insured Person by a carrier to be taken on the Journey or to be returned to Your place of business or residence;
- b) to vehicles or their accessories;
- c) to any goods intended for trade or sale;
- d) to any electronic data or software;
- e) caused by:
 - (i) action of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 - (ii) mechanical or electrical failure;
 - (iii) any process of cleaning, restoring, repairing or alteration;
 - (iv) scratching or beaking of fragile or brittle articles, if as a result of negligence of the Insured Person;

3. In respect of Personal Computers, Electronic Equipment and Mobile Phones:

- a) where theft or attempted theft occurs whilst such equipment is unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle;
- b) whilst carried in or on any aircraft, aerial device, waterborne vessel or craft unless they accompany the Insured Person as personal cabin baggage.

4. In respect of Money/Travel Documents:

- a) arising out of devaluation of currency or shortages due to errors or omission during monetary transactions;
- b) of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage;
- c) loss of Money in excess of the amount allowed by any applicable currency regulations at the time of the commencement of a Journey

Section 8

Alternative Employee/Resumption Of Assignment Expenses

EXTENT OF COVER

If during any Period of Insurance You necessarily incur Alternative Employee Expenses or Resumption of Assignment Expenses (as defined) as the direct result of an Insured Person suffering Death, Serious Injury or Serious Sickness during a Journey, or as a result of a claim being admitted under Cancellation/Curtailment Expenses We will pay You for such expenses up to the limit of the benefit specified in the Schedule of Benefits.



DEFINITIONS

ALTERNATIVE EMPLOYEE EXPENSES means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Insured Person. Expenses shall be limited to:

1. an economy return air flight for interstate and intrastate air trips within Australia;

and

2. business class return air flight for international air trips outside Australia (except where international travel would have been arranged by You in economy class),

and other essential expenses incurred in transportation of the substitute person.

RESUMPTION OF ASSIGNMENT

EXPENSES means all reasonable and necessary expenses incurred in returning the Insured Person back to re-commence the assignment within 90 days of returning to Australia or any other place of departure on a Journey as a result of the claim being admitted under Cancellation/Curtailment Expenses. Expenses shall be limited to a business class air flight (or economy if so previously used by the Insured Person) and other essential expenses incurred in such transportation of the Insured Person.

SERIOUS INJURY OR SERIOUS SICKNESS means Injury or Sickness which causes Total Disablement (as defined in Section 1 of this Policy) to the Insured Person and which based on medical evidence is likely to last for at least fourteen consecutive days.

SPECIFIC EXCLUSIONS

We shall not be liable for any such expenses:

1. Where the Insured Person's Journey is undertaken against the advice of a medical or other practitioner;

2. Which You or the Insured Person had paid or budgeted for before the commencement of the Journey.

Section 9

Personal Liability

EXTENT OF COVER

If during any Period of Insurance an Insured Person shall become legally liable to pay damages in respect of:

1. Bodily Injury to any person;
2. Loss of or damage to property,

caused by an accident arising out of or in the course of the Insured Person's Journey.

We will indemnify the Insured Person against such damages up to the limit specified in the Schedule of Benefits for Section 9.

We will also pay in addition to the Sum Insured:

- a) all legal costs and expenses recoverable by a claimant from the Insured Person;
- b) all legal costs and expenses incurred with Our written consent in the investigation or defence of any claim.

CONDITIONS

No admission, offer, promise, payment or indemnity shall be made without Our written consent. We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim, and We shall have full discretion in the handling of any proceedings.



We may at any time pay to the Insured Person in connection with any claim or series of claims arising from the one original cause the Limit of Indemnity specified in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made We shall be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

SPECIFIC EXCLUSIONS

We shall not be liable in respect of:

1. Injury to any person who is under a contract of service or apprenticeship with You when such Injury arises out of or in the course of the Insured Persons employment with You.
2. Loss of or damage to property belonging to or held in trust by or in custody or control of the Insured Person, You or any of Your employees.
3. Injury, loss or damage caused directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft when the Insured Person is the owner or driver or pilot thereof, or has it in his or her care, custody or control or where the pilot is the employee or agent of the Insured Person or of You.
4. Injury, loss or damage to property caused by or arising from:
 - a) the nature of products sold by You or any Insured Person;
 - b) advice furnished by You or by any Insured Person;
 - c) the conduct of Your business, trade or profession.

5. Liability assumed under Contract unless such liability would have arisen in the absence of such Contract.
6. Aggravated, exemplary or punitive damages or the payment of any fine or penalty.

Section 10

Collision Damage And Theft Waiver

EXTENT OF COVER

If during the Period of Insurance and during a Journey an Insured Person is the hirer of a Motor Vehicle and that Motor Vehicle is involved in a collision whilst under the control of the Insured Person, or if the rented Motor Vehicle is stolen or damaged, We will reimburse to You or the Insured Person for any rental Motor Vehicle Excess that the Insured Person is liable for, up to the limit shown in the Schedule of Benefits for each Insured Person.

DEFINITIONS

MOTOR VEHICLE means a rented sedan and/or station sedan, rented from a Licensed Motor Vehicle Rental Company and shall not include any other vehicle.

SPECIFIC EXCLUSIONS

We shall not be liable for any claims attributable to:

1. The Insured Person not holding a current Motor Vehicle drivers licence.
2. The Insured Person being in charge of a Motor Vehicle whilst under the influence of alcohol or a drug not prescribed by a medical practitioner.



3. The illegal or criminal use of a Motor Vehicle by You or an Insured Person.

Section 11

Extra Territorial Workers Compensation

EXTENT OF COVER

This Section applies only:

1. With respect to Insured Persons who are employed by You and persons who are deemed by any applicable Worker's Compensation Legislation to be workers employed by You, who are employed or engaged within Australia in a managerial, clerical, administrative or sales capacity and whose employment or engagement is to be performed substantially within Australia;
2. If You maintain in force during the currency of this Policy within Australia Worker's Compensation Insurance as required by the law of any State or Territory which applied to the employment of employees by You or You are licensed under such laws as a self insurer; and
3. While an Insured Person is working on a temporary basis (but not exceeding in any event six (6) months) outside the State or Territory in which the Insured Persons' usual place of employment or employment base, is located.

We will indemnify You against;

1. Your liability arising during the Period of Insurance to pay compensation benefits payable under any Worker's Compensation Legislation which provides compensation to injured workers or their dependants for Death, Injury or occupational disease arising out of or in the course of employment;

2. Damages at common law (but not where entitlement arises solely under any statute) arising out of the Death, Injury or occupational disease suffered by an Insured Person as a result of an accident or occurrence happening during the Period of Insurance in the circumstances set out above.

LIMIT OF LIABILITY

The indemnity provided under this Section shall be limited as follows:

1. In the case of a claim for compensation benefits to the difference between the amount so payable and the amount which the Insured Person or their dependants are entitled to claim under any Worker's Compensation Insurance which You were required to effect as described above, but not to exceed the amount stated below for all claims for compensation with respect to any one Insured Person and with respect to all Insured Persons during the Period of Insurance.
2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by You and the amount of indemnity to which You would have been entitled under any Worker's Compensation Legislation which You were required to effect as described above, but not to exceed the amount shown in the Schedule of Benefits for this Section for all damages payable with respect to the Death, Injury or occupational disease of any one Insured Person and with respect to the Death, Injury or occupational disease of all Insured Persons occurring during the Period of Insurance.
3. The limit of liability is the Sum Insured shown in the Schedule of Benefits for the following:

Limit (A) is the limit of weekly compensation for each Insured Person;



Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one accident whether involving one or more Insured Person;

Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one Period of Insurance, whether involving one or more Insured Person.

4. Any Benefits otherwise payable under Sections 1 and 4 of this Policy with respect to any Insured Person shall be reduced by the amount of any Benefit payable under this Section with respect to that Insured Person.

CONDITIONS

1. In the event of any occurrence giving rise to indemnity under this Section, We shall be entitled to exercise any right of recovery against any third party in Your name and for Our own benefit and You shall give Us all assistance as We may reasonably require.
2. You shall, if required by Us, make available to Us such information and documentation with respect to the claim brought by the Insured Person, including medical reports, report of Injury forms, claim forms and any other documentation which comes into Your possession, and You shall, if required by Us, authorise Us to have access to the files and information held by any Worker's Compensation Insurer with whom You have effected insurance.

SPECIFIC EXCLUSIONS

There is no indemnity under this Section with respect to any claim for exemplary, punitive or aggravated damages.

Section 12

Missed Transport Connection

EXTENT OF COVER

Cover under this Section only applies where the Insured Person is officially scheduled to attend a meeting or conference which cannot be delayed because of his or her late arrival.

We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which You or the Insured Person may be entitled from a Carrier, to enable the Insured Person to use alternative scheduled public transport services and arrive at his or her destination on time, if due to any unforeseen circumstances outside Your or the Insured Person's control, he or she misses a transport connection and is unable to arrive at his or her destination by the time originally scheduled.

The maximum amount We will pay is limited by the applicable Sum Insured in the Schedule.

SPECIFIC EXCLUSIONS

We will not be liable for:

1. Any missed transport connection arising from a business commitment, or a financial or contractual obligation of the Insured Person or of any travelling companion, business associate or Relative;

Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey.



GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

We shall not pay Benefits with respect to any loss, damage or Condition which:

1. Results from an Insured Person engaging in or taking part in:
 - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
 - or
 - b) training for or participating in professional sport of any kind.
2. Results from any intentional self-injury or attempt at same, suicide or any illegal or criminal act committed by You or an Insured Person.
3. Results from war (whether war be declared or not), invasion or civil war.
4. Is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
5. Results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
6. Results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.

We shall not pay any claim with respect to any Insured Person who is over 75 years of age at the time of loss, damage or Injury or at the time that the Sickness first manifested itself.

GENERAL PROVISIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. **Change of Business Activities**

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases the risk of a claim being made under this Policy.

2. **Notice of Claim**

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your, his or her expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time.

3. **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all rights of You and the Insured Person to recovery against any person or entity and You and the Insured Person execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person shall take action after any loss which will prejudice our rights to subrogation.

4. **Cancellation by Us**

This Policy may be cancelled by Us 30 days after written notice if You or an Insured Person have been in any breach of any of its terms or conditions or for any other reason available to Us at law. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.



5. Cancellation by You

This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short term rates for the time the Policy has been in force.

6. Other Insurance

In the event of a claim You must advise Us as to any other insurance You may have covering the same risk.

7. Breach of Provisions

If You are in breach of any of the provisions of this Policy, We may decline to pay a claim.

8. Aggregate Limit of Liability

Applicable to Section 1 only:

- a) Except as stated below Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount set out in the Schedule for Aggregate Limit of Liability (A).
- b) Our total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying Schedules over specific air routes, to and from fixed terminals shall not exceed the amount set out in the Schedule for Aggregate Limit of Liability (B).

- c) In the event that claims are made under this Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine, but having regard to the amount of the Aggregate Limit of Liability remaining at the time that it is reasonable that We become aware that the Aggregate Limit of Liability may be exceeded and having regard also to such circumstances of which We are reasonably aware, with respect to the amounts otherwise payable to Insured Persons under this Policy. Any determination as to the amount payable in these circumstances shall not be made at our entire discretion and shall not be the subject of any challenge of any kind.

