



Corporate Travel Insurance

Policy Wording and Product Disclosure Statement (PDS)

26th October 2023

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General Advice

Any general advice contained with this PDS, **Policy Wording** or accompanying documents does not take into account **Your** objectives, financial situation or needs. **You** should consider whether any general advice is suitable for **You** and **Your** circumstances. Before **You** make any decision about whether to acquire this Individual Personal **Accident** and **Sickness** Insurance, **You** should read the Product Disclosure Statement (PDS) and **Policy Wording** before making **Your** decision.

Product Disclosure Statement (PDS)

The information contained in this section is general information only and does not form part of **Your** contract with **Us**.

About Your Insurer

This insurance is issued by Canopus Asia Pte Ltd t/as Canopus Australia & Pacific, Suite 25.04 Level 25, 52 Martin Place, Sydney NSW 2000 (ABN: 16 782 552 577), AFS License No. 520341. The insurance is underwritten by Certain Underwriters at Lloyd's.

In this document, references to "**We**", "**Us**" and "**Our**" means Canopus Australia & Pacific.

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert Underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the **Insured** world - building resilience for businesses and local communities and strengthening economic growth around the world.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. **We** proudly support the Code.

For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

The Purpose of this Product Disclosure Statement (PDS)

This Product Disclosure Statement (PDS) contains important information about the **Policy** to assist **You** in making an informed decision when choosing this insurance:

- decide whether the product will meet **Your** needs; and
- compare this product with any other products **You** may be considering.

Updating this PDS

This PDS was written on the 26th October 2023

We may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **We** will provide **You** with a new or supplementary PDS outlining these changes, except in limited circumstances where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

Words with Special Meanings

For the purpose of **You** reading this PDS and **Your Policy Wording**, some words have a special meaning for the terms **We** have used, which are provided in the General Definitions section of this **Policy Wording**. Any word or expression to which a special meaning has been given in any part of this **Policy** shall bear this meaning and is shown in bold. Please note words in a singular may be plural and vice versa dependent on the context that cover is provided.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or replacement or re-enactment of, and any sub-ordinate legislation issued under, that legislation or legislative provision.

How to Apply for this Corporate Travel Insurance

In order to apply for this insurance, **You** need to complete an application by contacting **Your** insurance broker who will assist **You** to complete the application. **We** use and rely on information supplied by **You** to decide whether to accept **Your** application and, if so, the terms on which cover is provided.

If **We** accept **Your** application, **We** will issue **You** with a certificate of insurance, which sets out the details of cover provided to **You**, the limits that apply, the **Premium** payable and other information including whether any standard terms have been varied by endorsement.

We provide cover on the terms contained in this PDS, **Policy Wording**, **Your** certificate of insurance and any endorsement documentation that forms part of **Your Policy**. These documents should be read together and kept in a safe and readily accessible location for reference.

Cooling-Off Period

You have a 21-day cooling off period starting from the date cover commences, where **You** have the right to return the **Policy** to **Us** and **We** will refund all of the **Premium** **You** paid. **Your Policy** will be cancelled effective from the start date of the **Policy**. **You** must advise **Us** in writing by letter or email. **You** are not entitled to a refund if **You** have made a claim under the **Policy** during the cooling-off period, but **You** still reserve **Your** rights to cancel the **Policy**.

Policy Cost, Payment and Taxation Implications

The **Premium** payable by **You** will be shown in both the insurance quotation and **Your** certificate of insurance. The **Premium** is calculated by taking into consideration a number of risk factors including:

- **Your** age;
- Benefit limits;
- Medical History;
- Previous five (5) years' insurance/claims history

As an example, variations in the above select risk factors influence **Your Premium** as follows:

Risk Factors	Lowers the Premium	Raises the Premium
Age	Lower age	Higher age
Benefit Limits	Lower limits	Higher limits
Medical History	No pre-existing conditions	Pre-existing condition
Claims History	Lesser frequency and size of claims	Greater frequency and size of claims

The overall cost of the **Policy** consists of the **Premium**, administration fee(s) and government taxes (Goods & Services Tax (GST) and Stamp Duty), where applicable. Stamp Duty is payable on the **Premium** and GST depending on the location of the risk being **Insured**. A breakdown of the **Premium** and applicable charges will be shown on **Your** Schedule of Insurance. Depending on **Your** entitlement to claim GST credits under this **Policy**, **We** may reduce the payment of any claim by the amount of any GST credit.

Renewal Procedure

At a minimum of 14 days before this **Policy** expires, **We** will provide a renewal invitation advising the amount payable to renew this **Policy**. It is important that **You** carefully and thoroughly review the renewal invitation together with the provided PDS, **Policy Wording** and any endorsements and accompanying documentation to ensure that the details are correct, and the renewal terms offered remain relevant and suitable to **Your** needs and requirements.

Your Duty to Take Reasonable Care not to Make a Misrepresentation to an Insurer

Your application for insurance cover will be treated as if **You** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **You** have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that **You** comply with **Your** duty, as this may impact on **Your** insurance cover. **You** have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to **Us** before **You** renew, extend, vary or reinstate a contract of insurance.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When **You** apply for insurance, **We** will ask **You** clear and specific questions that are relevant to **Our** decision to insure **You**. **Your** answers in response to **Our** questions are important as **We** use them to determine whether **We** can provide insurance cover to **You**, and if so, the terms of the **Policy** and the **Premium** **We** will charge. This means that when answering **Our** questions, **You** should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **You** answer **Our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

Guidance for answering Our questions:

Important: please ensure that You take care when providing Your answers in response to Our questions in relation to Your insurance application. You should respond fully, honestly and accurately. If You do not, it may affect Your insurance cover.

When answering Our questions, please:

- Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;
- Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- Provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us**, **Your** broker or adviser;
- Do not assume that **We** will contact anyone else for the information **We** are asking **You** for;
- Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide **Us**, even if **You** have had help in preparing **Your** application, for example from **Your** broker, intermediary, advisor or someone else.

Before **Your** insurance cover starts, please tell **Us** of any changes that may be required to the answers **You** have given to **Our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **Your** insurance cover starts, **You** think **You** may not have complied with **Your** duty, please contact **Us**, **Your** broker or advisor immediately and **We** will let **You** know whether it has any impact on **Your** cover.

We may contact **You** after **You** have submitted **Your** application to clarify or collect any information that **You** may not have included. The information **You** provide may be recorded and used by **Us** in assessing **Your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **Us**, including written, electronic, online, when speaking with **Us** in person or on the telephone, or a mix of these.

If You do not comply with Your duty

If **You** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **Your** insurance. If **You** have failed to comply with **Your** duty, **We** have certain rights, which may depend on what **Your** insurance offer may have been had **You** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. **We** have different actions available to **Us**, for example, **We** may do one of the following:

- Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of **Your** insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or **Premium** increased.

If **We** suspect that **You** may have breached **Your** duty to take reasonable care not to make a misrepresentation, before **We** exercise any of the actions available to **Us**, **We** will:

- Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and
- Provide **You** with an opportunity to respond and provide **Us** with further information.

If **We** decide to make changes to **Your** cover, **We** will notify **You** of **Our** decision and provide **You** with the review process and complaints procedure to follow if **You** disagree with **Our** decision.

If You need help

It is very important that **You** understand this information, the questions that **We** ask **You** and **Your** duty. If **You** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **You** trust, please contact **Us** so that **We** may tell **You** how **We** may assist in providing additional support.

If **You** have any questions, please contact **Us**, **Your** broker or advisor.

Privacy

Canopius Asia Pte Ltd T/A Canopius Australia & Pacific is committed to protecting the privacy of the personal information **You** provide **Us**. **We** use and retain **Your** personal information in accordance with the National Privacy Principles and Privacy Act 1988. In addition to the information below, **You** can see full details on how **We** use **Your** information via **Our** Privacy Notice available on **Our** website www.canopius.com/privacy.

We need to collect the personal information on the applicable proposal form to consider **Your** application for insurance and to determine the **Premium** (if **Your** application is accepted) when **You** are applying for, changing, or renewing an insurance **Policy** with **Us**. This information will also be used if **You** lodge a claim under **Your Policy**. **We** may also need to request additional information from **You** in connection with **Your** application or a claim. If **You** do not provide **Us** with this information, or any additional information **We** request, **We** may not be able to process **Your** application or offer **You** insurance cover or respond to any claim.

We may collect the following personal information:

- **Your** name, date of birth, address, other contact details, occupation, financial information such as **Your** bank account details, details of the items **You** want to insure (including the location of those items where this applies) or the cover **You** want to take out, details of any other people **You** are including on the proposal or **Policy**, and details of insurance claims **You** have made.

We may also collect the following sensitive personal information about **You** and any other people **You** are including on the proposal or **Policy**. **We** will obtain consent before collecting sensitive personal information unless **We** are required or permitted by law to collect it without consent.

- Medical details, details of any criminal convictions and details of any insurance claims made (including details of personal injuries or medical conditions)

We may receive personal information from, or disclose personal information to, the following parties:

- (a) **Our** relevant employees and related entities involved in delivering **Our** services;
- (b) If **Your** insurance broker collects this form from **You**, to that broker;
- (c) Facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) **Our** appointed third-party administrators (TPAs) for claims assessment and administration services;
- (e) **Our** service providers based within Australia or overseas, such as the United Kingdom, who assist **Us** in delivering **Our** services;
- (f) Insurance companies with whom **We** transact business;
- (g) The Lloyd's Syndicates **We** represent (which are located in the United Kingdom);
- (h) Insurance reference bureau, credit reference bureau or dispute resolution organisations;
- (i) Reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where **We** do disclose the information, the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities, which may be located overseas. **We** may also be required to provide **Your** personal information to others for purposes of public safety and law enforcement and if required by law or a law enforcement body to do so.

By completing and returning a proposal form or providing **Us** with any additional information in connection with **Your** application, **You** agree to **Us** using and disclosing **Your** information as set out above. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice.

When **You** give **Us** personal information about other individuals, **We** rely on **You** to make or have made the individual aware that **You** will or may provide their personal information to **Us** and the types of other parties and service providers **We** may provide it to, for the relevant purposes **We** and the other parties and service providers will use it for, and how they can access it. If **You** have not done so, **You** must tell **Us** before **You** provide the relevant personal information to **Us**.

You may request access to **Your** personal information and, where necessary, correct any errors in this information (some restrictions may apply). If **You** would like to access a copy of **Your** personal information or **You** wish to correct or update **Your** personal information, please contact **Us** by email at privacy@canopius.com or call **Us** on +61 (02) 8537 3500.

If **You** have any concerns about how **We** are collecting and processing **Your** personal information, **You** may raise a complaint by email at complaintsinbox@canopius.com. If **You** are dissatisfied with **Our** response, **You** may refer the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at www.oaic.gov.au

Intermediary Remuneration

Canopius pays remuneration to insurance intermediaries when **We** issue, renew or vary a **Policy** the intermediary has arranged or referred to **Us**. The type and amount of remuneration varies and may include commission and other payments. Information about the remuneration that **We** may pay insurance intermediaries may be obtained by requesting it from the intermediary or **Your** insurance broker.

How to Contact Us

Enquiries of a general nature should be addressed to Canopius Australia & Pacific and should be sent to:

Canopius Asia Pte Ltd T/A Canopius Australia & Pacific
Suite 25.04 Level 25
52 Martin Place
SYDNEY NSW 2000

Telephone: +61 (0)2 8537 3500
Email: ANZenquiries@canopius.com

CLAIMS: All enquiry specific to making a claim, notice of an event which is likely to give rise to a claim, please refer to the section below, How to Make a Claim.

COMPLAINTS: Any complaint relating to this **Policy**, please contact **Your** broker contact in the first instance and refer to the section below, How to Make a Complaint.

How to Make a Claim

You or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

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

E claims@fullertonhealthcs.com.au
T +61 (0)2 8256 1770

Once notified of **Your** claim, Corporate Services Network (CSN) will provide **You** with all the necessary claim forms. **You** must complete these forms in full and return to Corporate Services Network (CSN) along with all other information and documentation that is relevant to **Your** claim in order to ensure a quick and efficient claims assessment. These include and are not limited to any invoices, medical certificates, Medical Practitioner reports, and employer reports. A failure to provide relevant information could delay processing of **Your** claim.

Any payments will be made in Australian Dollars (AUD) unless otherwise shown in the **Policy Schedule**.

Any costs involved in obtaining or collecting required or supporting information for the claim form part of **Your** responsibility and is not claimable.

Dependent on the specific circumstances of the claim, an excess or a **Waiting Period** may be applicable:

- i. Excess: amount payable by **You** when a claim is made (per claim per event)
- ii. **Waiting Period**: a consecutive number of days during which no benefits are payable (shown in the **Policy Schedule** under each applicable benefit).

Any claim paid in respect of the Weekly **Injury** Benefit or Weekly **Sickness** Benefit is subject to personal income tax. Where **We** are required to do so, **We** will withhold personal income tax amounts from claim payments **We** make and forward these amounts to the Australian Taxation Office on behalf of the **Insured** or **Insured Person** and a summary of amounts withheld will be specified on claims payment letters. **We** cannot provide taxation advice and **You** should consult an authorised tax advisor if there are any questions that relate to **Your** particular circumstances.

How to Make a Complaint

Lloyd's aim is to provide the highest service to its Australian **Policyholders** and, to this end, has developed the following procedures for the fair **Handling** of complaints from Lloyd's **Policyholders** including **Insured Persons** under this **Policy**. There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim.

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

Attention: Complaints Officer
Canopius Asia Pte Ltd T/A Canopius Australia & Pacific
Suite 25.04 Level 25
52 Martin Place
SYDNEY NSW 2000

Telephone: +61 (0)2 8537 3500
Email: Complaintsinbox@canopius.com

We will acknowledge receipt of **Your** complaint within 1 business day via phone or email and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will review **Your** complaint within 10 business days. **You** will be kept informed of the review of **Your** complaint every 10 business days.

Lloyd's contact details are:

Lloyd's Australia Limited
Telephone: +61 (0)2 8298 0783
Email: ldraustralia@lloyds.com
Post: Suite 1603 Level 16, 1 Macquarie Place SYDNEY NSW 2000

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

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time.

AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 MELBOURNE VIC 3001
Website: www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your** insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. Determinations made by AFCA are binding upon **Us**.

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the

Financial Ombudsman Service (UK) or **You** may seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

The Underwriters accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii. any summons notice or process to be served upon the Underwriters may be served upon:

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

who has authority to accept service on the Underwriters' behalf;

- iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Fullerton Health Corporate Services
Level 10, 33 York Street
Sydney NSW 2000
E claims@fullertonhealthcs.com.au
T +61 (0)2 8256 1770

Policy Wording

General Definitions

For the purpose of the **Policy**, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of the **Policy** shall bear this meaning wherever it may begin with a capital letter and is in bold font.

If it is consistent with the context of any clause or term(s) in this **Policy**, the singular includes the plural and vice versa.

For the purpose of the **Policy**, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of this document shall bear this meaning wherever it may begin with a capital letter:

Accident

shall mean a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the **Insured Person**.

Accidental Death

shall mean the death of an **Insured Person** as a result of an Accident.

Accompanying

means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with an **Insured Person** who is on a Journey.

Civil War

shall mean a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

Close Relative

means the **Insured Person's** Spouse or Partner, parent, parent-in-law, grandparent, stepparent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew, provided such relatives reside in the person's Country of Residence and is at the relevant time not more than ninety (90) years of age.

Country of Residence

means

- a) the country of which the person is a citizen or permanent resident (i.e. the holder of a multiple entry visa or permit which gives the person resident rights in such country); or
- b) the country in which the person is residing on an overseas expatriate assignment.

Dependent Children

shall mean means an **Insured Person's** and/ or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the **Insured Person** for maintenance and support. It also means the **Insured Person's** and/or Spouse/Partner's unmarried children over nineteen years (19) of age who are physically or mentally incapable of self-support but only when on a Journey with the **Insured Person**.

Doctor

shall mean means a person legally qualified and registered to practice medicine in Australia and who is a person other than the **Insured** Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

Domestic Duties

shall mean the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.

Excess

means the first amount of each and every claim that is payable by the **Insured** or the **Insured** Person as stated on the **Policy** Schedule.

Employee

shall mean any person in the **Insured**'s service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self-employed person undertaking work on the **Insured**'s behalf if stated as being included as **Insured** Persons on the **Policy** Schedule.

Injury

shall mean a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which;

- (a) results in any of the Events set out in the Table of Events shown under Parts A, B, C, F and/or G within twelve (12) months of the Accident; and
- (b) results solely and independently of any other causes other than:
 - i. the Accident; and/or
 - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident.

Insured

shall mean the **Insured** specified on the **Policy** Schedule as the **Insured**.

Insured Person

shall mean the such person or persons as described on the **Policy** Schedule, who are nominated by the **Insured** for insurance under this **Policy** and with respect to whom Premium has been paid or agreed to be paid.

Journey

means the Journey described on the **Policy** Schedule and includes all;

- a) associated leisure travel and/or
- b) private leisure travel for the **Insureds** company directors, chief executive officer, chief financial officer, chief operating officer, company secretary and general manager and their Accompanying Spouse/Partner and/or Dependent Children, provided always that such travel involves an aerial flight or an overnight stay.

Period of Insurance

shall mean the period stated on the **Policy** Schedule or such shorter time if the **Policy** is terminated.

Policy

shall mean this **Policy** Wording, the **Policy** Schedule and any other documents such as endorsements that We may issue and advise will form part of the **Policy**.

Policy Schedule

means the **Policy** Schedule attaching to and forming part of the **Policy** or any subsequently substituted **Policy** Schedule.

Policy Wording

shall mean this document.

Pre-existing Medical Condition

shall mean any illness, disease, syndrome, disability or other condition, including any symptoms which;

- (a) the **Insured** Person is aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) which the **Insured** Person has sought or received medical attention, undergone tests or taken prescribed medication;

in the twelve (12) months prior to them being covered under this **Policy**.

Premium

means the Premium as shown on the **Policy** Schedule that is payable by the **Insured** in respect of this **Policy**.

Professional Sport

shall mean any sport for which an **Insured** Person receives any fee or monetary reward as a result of their participation.

Salary

shall mean the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the **Insured** Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- (a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions.
- (b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

Serious Injury or Serious Sickness

means when applied to;

- a) an **Insured** Person, a condition other than pregnancy for which an **Insured** Person has not received regular treatment or advice prior to the commencement of a Journey, that causes Temporary Total Disablement (as defined in Section 1 of this **Policy**) and is certified as totally disabling by the attending Doctor.
- b) an **Insured** Person's Close Relative, business associate or travelling companion, a condition other than pregnancy for which the person has not received regular treatment or advice prior to the commencement of a Journey, which is certified as being dangerous to life by a Doctor and which results in the **Insured** Person's curtailment or cancellation of their Journey.

Sickness

shall mean any illness, disease or syndrome suffered by the **Insured** Person, which is not a Pre-Existing Medical Condition, and which manifests itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months after manifesting itself.

Spouse/Partner

shall mean the **Insured** Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

Terrorism

shall mean any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

Underwriter(s)

shall mean certain Underwriters at Lloyd's.

Waiting Period

shall mean the period specified on the **Policy** Schedule during which no Benefits are payable by Us in relation to Section 1 - Part B or Part D (Weekly Benefits).

War

shall mean a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us

Shall mean the Underwriters.

You/Your

shall mean the **Insured**.

Section 1 – Overseas Medical and Medical Evacuation Expenses

Continuous Bed Confinement

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers an Injury or Sickness and as a direct result of that Injury or Sickness is Confined to Bed, We will pay the daily amount shown on the **Policy** Schedule against Section 1 – Continuous Bed Confinement.

Overseas Medical and Medical Evacuation Expenses

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers an Injury or Sickness, We will pay for Medical and Other Expenses and Medical Evacuation Expenses, for a period of up to 24 months from the date of the Injury or manifestation of the Sickness, up to the amount shown on the **Policy** Schedule against Section 1 – Overseas Medical and Medical Evacuation Expenses.

Definitions applying to Section 1

CONFINED TO BED means that an **Insured** Person is confined to bed for more than two (2) consecutive days and requires the full-time care of a registered nurse. The requirement for the full time care of a registered nurse must be confirmed in writing by a Doctor.

MEDICAL AND OTHER EXPENSES means;

1. all reasonable medical costs necessarily incurred outside of the **Insured** Person's Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor;
2. ongoing medical expenses (subject to General Exclusion 4 on Page 27) incurred after the **Insured** Person's return to their Country of Residence, for a period of up to twenty four (24) months. If the **Insured** Person's Country of Residence is not Australia, then We shall only be liable for ongoing medical expenses incurred up to a maximum of fifty thousand dollars (\$50,000). Ongoing medical expenses are only payable if medical expenses relating to the Injury or Sickness are first incurred outside of the **Insured** Person's Country of Residence;
3. expenses incurred outside of Australia to repair, replace or adjust dentures up to a maximum amount of \$2,500, provided that the incurred expenses are as a direct result of Injury to the **Insured** Person;
4. all reasonable expenses necessarily incurred outside of the **Insured** Person's Country of Residence for emergency dental treatment given by a dentist to restore or replace sound or natural teeth lost or damaged as a result of Injury, or to resolve the acute, spontaneous and unexpected onset of pain.

MEDICAL EVACUATION EXPENSES means;

1. expenses relating to the evacuation of the **Insured** Person, including necessary expenses incurred for qualified medical staff to accompany the **Insured** Person;
2. reasonable travel and accommodation expenses for two (2) Close Relatives or Accompanying travel companions of the **Insured** Person who are required to travel to or remain with the **Insured** Person; and
3. expenses related to the repatriation of the **Insured** to the most suitable medical facility or the **Insured** Person's Country of Residence;

provided always that the Medical Evacuation Expenses are recommended by a **Doctor** and are considered necessary and are arranged by Us and/or Fullerton Emergency Assistance. The Fullerton Emergency Assistance services may be found in accordance with the following Section 2.

Conditions applying to Section 1

1. Fullerton Emergency Assistance must be promptly advised of any potential claim under this Section.
2. All decisions as to the means of evacuation transport and/or the destination of repatriation will be made by Fullerton Emergency Assistance and will be based solely on medical necessity.
3. The **Insured** and/or the **Insured** Person and/or anyone undertaking arrangements on the **Insured** or **Insured** Person's behalf must not attempt to resolve any issues encountered without first contacting Us/Fullerton Emergency Assistance or it may prejudice reimbursement of any expenses paid.
4. In the event that an **Insured** Person is repatriated to their Country of Residence, the **Insured** Person's return air ticket will be used towards Our costs.

Exclusions applying to Section 1

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable to pay loss, cost or expense;

1. incurred directly or indirectly from a Journey;
 - a) undertaken against the advice of a Doctor;
 - b) undertaken when the **Insured** Person is unfit to travel;
 - c) where the purpose of the Journey is for the **Insured** Person to seek medical attention;
 - d) taken after a Doctor informs an **Insured** Person that they are terminally ill;
2. incurred directly or indirectly from routine medical, optical or dental treatment or consultation;
3. for professional services rendered in Australia where benefits are payable in accordance with the Private Health Insurance Act 2007;
4. recoverable by the **Insured** and/or the **Insured** Person from any other source (with the exception of other insurance);
5. incurred directly or indirectly as a result of any medication or ongoing treatment for a condition the **Insured** Person had prior to the commencement of a Journey, notwithstanding that the **Insured** Person was advised to continue such medication during the Journey;
6. which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
7. incurred directly or indirectly from the taking of any poisonous substance or whilst under the influence of legally intoxicating liquor and/or drugs (unless taken or administered on medical advice); or
8. incurred 24 months or more after the date the **Insured** Person suffers an Injury or Sickness.
9. Incurred after the **Insured** and/or the **Insured** Person, or any of the **Insured** and/or **Insured** Person's representatives refuse to follow the instruction and directions of Canopius Asia Pte Ltd t/as Canopius Australia & Pacific and/or Fullerton Emergency Assistance.

Section 2 – Fullerton Emergency Assistance Services

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person requires assistance in the event of a medical or other emergency, the **Insured** Person has access to Fullerton Emergency Assistance.

Fullerton Emergency Assistance is an emergency assistance service that is available free of charge to an **Insured** Person 24 hours a day, 7 days a week and is accessible from anywhere in the world by calling +61 2 9299 5390 (by reverse charge if required) or by email assist@fullertonhealthcs.com.au.

With Canopius Asia PTE Ltd trading as Canopius Australia & Pacific approval, Fullerton Emergency Assistance can provide assistance to an **Insured** Person with services including;

1. access to Doctors for emergency assistance and advice;
2. arranging emergency medical evacuation as a direct result of an Injury or Sickness of an **Insured** Person, including Accompanying medical escort as deemed necessary;
3. arranging for an Accompanying person to travel with and/or remain with an **Insured** Person who has suffered an Injury or Sickness;
4. the remittance of any payment guarantees and insurance verification to hospitals;
5. repatriation of an **Insured** Person to a more suitable medical facility or back to their Country of Residence after suffering an Injury or Sickness; and
6. medical monitoring.
7. In accepting the services of Fullerton Emergency Assistance, the **Insured** and the **Insured** Person acknowledge that the **Insured** Person's attending physician has the ultimate responsibility for the care and treatment of the **Insured** Person. Fullerton Emergency Assistance can only provide such assistance as the **Insured** Person's attending physician believes to be in the **Insured** Persons' interest.

Section 3 – Personal Accident & Sickness

Personal Accident

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers an Accident which directly results in an Injury We will pay to the **Insured**, the benefit amount in accordance with the Table of Events shown under Parts A, B, C, F and/or G, below. However, the Event arising from an Accident, must occur within twelve (12) months of the Accident giving rise to the Injury.

Sickness

If during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers a Sickness, We will pay the corresponding amounts shown in the Table of Events under Parts D and/or E, below;

Definitions applying to Section 3

COMPLETE FRACTURE means a fracture in which the bone is broken completely across, and no connection is left between the pieces.

EVENT(S) means the Event(s) described in the relevant Table of Events set out in Section 3 of the **Policy**.

FINGERS, THUMBS OR TOES means the digits of a Hand or Foot.

FOOT means the entire foot below the ankle.

HAIRLINE FRACTURE means the mere cracks in the bone.

HAND means the entire hand below the wrist.

LOSS means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
 - b) an eye, total and Permanent loss of all sight in the eye;
 - c) hearing, total and Permanent loss of hearing;
- and which in each case is caused by an Injury.

LIMB(S) means the entire limb between the shoulder and wrist or between the hip and ankle.

OTHER FRACTURE means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.

PARAPLEGIA means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

PERMANENT means having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a Doctor beyond hope of improvement.

PERMANENT TOTAL DISABLEMENT means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the **Insured** Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by way of training, education or experience and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.

QUADRIPLLEGIA means total and Permanent paralysis of both arms and both legs.

SEEK EMPLOYMENT means the **Insured** Person being registered with the government agency or department in their Country of Residence which is responsible for providing employment services and/or a recruitment agency and then providing Us with proof of a minimum of two (2) new job applications per week.

SIMPLE FRACTURE means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

TEMPORARY PARTIAL DISABLEMENT means that in the opinion of a Doctor, the **Insured** Person is temporarily unable to engage in a substantial part of their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

TEMPORARY TOTAL DISABLEMENT means that in the opinion of a Doctor, the **Insured** Person is temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

TOOTH/TEETH means a sound and natural permanent tooth but does not include first or milk teeth, dentures or implants.

WAITING PERIOD means the period specified on the **Policy** Schedule during which no Benefits are payable by Us in relation to Section 3 Part B or Part D (Weekly Benefits).

Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown on the **Policy** Schedule against Section 3, Part A – Lump Sum Benefits.

Table of Events

Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Policy Schedule under Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all Limbs	100%
5. Loss of sight of one (1) or both eyes	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Loss of use of lens of: a) both eyes b) one (1) eye	100% 60%
9. Loss of hearing of: a) both ears b) one (1) ear	80% 30%
10. Burns: a) third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body b) second degree burns and/ or resultant disfigurement which covers more than thirty (30) percent of the entire external body	60% 30%
11. Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Permanent total loss of use of four (4) Fingers of either Hand	50%
13. Permanent total loss of use of the Thumb of either Hand; a) both joints b) one (1) joint	40% 20%
14. Permanent total loss of use of Fingers of either Hand a) three (3) joints b) two (2) joints c) one (1) joint	20% 15% 10%
15. Permanent total loss of use of Toes of either Foot; a) All – one Foot b) great – both joints c) great – one joint	15% 5% 3%

d) other than great Toe – each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Loss of at least fifty (50) percent of all Teeth	1% per Tooth (up to a maximum of \$10,000 in total)
18. Shortening of leg by at least five (5) centimetres	10%
19. Permanent partial disablement not otherwise provided for under Events 8 – 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8 to 18.

Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown on the **Policy** Schedule against Section 3, Part B – Weekly Benefits – Injury.

Events
<p>20. Temporary Total Disablement From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part B – Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.</p>
<p>21. Temporary Partial Disablement From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part B – Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown on the Policy Schedule. Should the Insured Person be able to return to work with the Insured in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 20.</p>

Part C – Injury Resulting in Surgery

Cover for an Event under this Part applies only if:

- an amount for that Event is shown on the **Policy** Schedule against Section 3, Part C – Injury Resulting in Surgery;
- the surgery is undertaken outside of Australia;
- the **Insured** Person has a valid claim for Medical and Other Expenses under Section 3 – Overseas Medical Expenses; and
- payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part C – Injury Resulting in Surgery
22. Craniotomy	100%
23. Amputation of a Limb	100%
24. Fracture of a Limb requiring open reduction	50%
25. Dislocation of a joint requiring open reduction	25%
26. Any other surgical procedure carried out under general anaesthetic	12.5%

Part D – Weekly Benefits – Sickness

Cover for an Event under this Part applies only if an amount for that Event is shown on the **Policy** Schedule against Part D.

Events
<p>27. Temporary Total Disablement</p> <p>From the date Temporary Total Disablement as a result of Sickness commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part D – Weekly Benefits – Sickness, but not exceeding the Salary of the Insured Person.</p>
<p>28. Temporary Partial Disablement</p> <p>From the date Temporary Partial Disablement as a result of Sickness commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part D – Weekly Benefits – Sickness, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown on the Policy Schedule.</p> <p>Should the Insured Person be able to return to work with the Insured in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 27.</p>

Part E – Sickness Resulting in Surgery

Cover for an Event under this Part applies only if:

- an amount for that Event is shown on the **Policy** Schedule against Section 3, Part E – Sickness Resulting in Surgery;
- the surgery is undertaken outside of Australia;
- the **Insured** Person has a valid claim for Medical and other Expenses under Section 1 – Overseas Medical Expenses and;
- payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of manifestation of the Sickness	Being a percentage of the amount shown on the Policy Schedule under Part E – Sickness Resulting in Surgery
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under general anaesthetic	12.5%

Part F – Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if an amount for that Event is shown on the **Policy** Schedule against Section 3, Part F – Injury resulting in Fractured Bones.

Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Policy Schedule under Part F – Injury Resulting in Fractured Bones.
33. Complete Fracture of neck, spine or skull	100%
34. Hip	75%
35. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
36. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
37. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
38. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
39. Nose or collarbone	25%
40. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
41. Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown on the **Policy** Schedule against Part F – Injury resulting in Fractured Bones.

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of 5% of the amount shown on the **Policy** Schedule against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the greater.

Part G – Injury Resulting in Loss or Damage to Teeth

Cover for an Event under this Part applies only if an amount for that Event is shown on the **Policy** Schedule against Section 3, Part G – Injury Resulting in Loss or Damage to Teeth.

Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Policy Schedule under Part G – Injury Resulting in Loss or Damage to Teeth.
42. Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
43. Chipped or broken Teeth requiring partial capping	50% (maximum of \$250 per Tooth)

Conditions Applying to Section 3

1. If an **Insured** Person suffers an Injury resulting in any one of Events 2 to 8a, no further benefits will be payable under Section 3 – Part A – Lump Sum Benefits for any subsequent Injury to that **Insured** Person.
2. Benefits shall not be payable for more than one of the Events 1 to 19 in respect of the same Injury in which case the highest benefit will be paid.
3. Benefits shall not be payable for more than one (1) of the surgical benefits described in Events 22 to 26 and 29 to 32, in respect of any one (1) Injury or Sickness, in which case the highest benefit amount will be paid.
4. Weekly Benefits shall not be payable:
 - a) in excess of the maximum benefit period, as specified on the **Policy** Schedule, in respect to any one Injury or Sickness;
 - b) for the Waiting Period;
 - c) beyond the date of the **Insured** Person's death;
 - d) once the **Insured** Person is deemed fit to return to work by a Doctor;
 - e) for more than one (1) of Events 20 and/or 21 or Events 27 and/or 28 that occur during the same period of time;
 - f) if the **Insured** Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
 - g) during any period where the **Insured** Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as, but not limited to, obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
5. Any benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
6. Canopus Asia Pte Ltd t/as Canopus Australia & Pacific may require at any time during a period of disablement that the **Insured** Person be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however, if the **Insured** Person fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
7. If an **Insured** Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply, and the total benefit period shall not exceed the maximum benefit period, as specified on the **Policy** Schedule, inclusive of the benefit already received. If the **Insured** Person has worked on a full-time unrestricted basis for a least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness. A new Waiting Period and a new maximum benefit period as specified on the **Policy** Schedule shall apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the **Insured** Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the **Insured** Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the Accident.
8. If an **Insured** Person returns to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the **Insured** Person suffers Temporary Total Disablement after returning to work.
9. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the **Insured** Person making a claim under this **Policy**.

10. If an **Insured** Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 27 and/or 28 and is subsequently certified by a Doctor as being fit for light or partial duties, then the **Insured** Person must actively Seek Employment which is consistent with the Doctors certified level of capacity. Should the **Insured** Person not actively Seek Employment, benefits shall be reduced to 25% of the amount payable for Event 20 and/or 27.
11. Subject to Advanced Payment referred to under Section 12 – Additional Wellbeing, Weekly Benefits shall be payable monthly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.
12. All benefits payable under Section 3 shall payable to the **Insured** or such person(s) and in such proportions as the **Insured** shall nominate, unless otherwise stated in the **Policy**.
13. With respect to Section 3 – Part A – Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum Lump Sum benefit stated on the **Policy** Schedule for the category applicable to such an Employee. If cover also applies to a Spouse/Partner and/or Dependent Children who are not in receipt of a Salary, the benefit payable under Section 3 – Part A – Lump Sum Benefits is \$250,000.
14. With respect to Section 1 – Part A – Lump Sum Benefits, the benefit payable in respect of **Insured** Persons under eighteen (18) years of age shall be limited to 10% of the sum **Insured** shown on the **Policy** Schedule under Event 1 – Accident Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum **Insured** stated on the **Policy** Schedule or \$250,000.
15. No benefits are payable for Event 2 (Permanent Total Disablement) under Part A or Events 20, 21, 27 and/ or 28 (Weekly Injury & Weekly Sickness) under Parts B & D of the Table of Events with respect of an **Insured** Person over the age of seventy-five (75) years.
16. Where an **Insured** Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the **Insured** Person will be deemed for the purposes of this **Policy** to have suffered an Injury on the date of the Accident.
17. Should a benefit be payable under this Section of the **Policy** that is also payable under any other **Policy** issued by Us, the benefit will only be payable under one (1) **Policy**, which shall be the **Policy** with the highest benefit amount.
18. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial 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 received or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the **Policy** shall not exceed the percentage of Salary of the **Insured** Person shown on the **Policy** Schedule and/or the Salary of the **Insured** Person.

Exclusions applying to Section 3

In addition to the General Exclusions applying to all Sections of this **Policy**, We will not be liable to pay loss, cost or expense arising or attributed to;

1. any claim for Events 20 and/or 21 or Events 27 and/ or 28 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
2. a Journey undertaken against the advice of a Doctor or when the **Insured** Person is unfit to travel or if the purpose of the Journey is to enable the **Insured** Person to seek medical treatment for a pre-existing condition; or
3. any claim which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).

Section 4 – Baggage, Portable Electronic Equipment & Money

Deprivation of Personal Baggage

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person's accompanying Personal Baggage is delayed, misdirected or temporarily misplaced by any transport carrier for more than eight (8) consecutive hours, We will pay reasonable expenses incurred by an **Insured** Person up to the amount stated on the **Policy** Schedule against Section 4 – Deprivation of Personal Baggage, for the emergency replacement of essential clothing and toiletries.

Personal Baggage

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person incurs loss of, damage to or theft of their accompanying Personal Baggage, We will pay in respect of such loss or damage up to the maximum amount shown on the **Policy** Schedule against Section 4 – Personal Baggage.

Personal Money & Travel Documents

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person incurs loss of, damage to or theft of their accompanying Personal Money and/or Travel Documents, We will pay in respect of such loss or damage up to the maximum amount shown on the **Policy** Schedule Section 4 – Personal Money & Travel Documents.

Portable Electronic Equipment

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person incurs loss of, damage to or theft of their accompanying Portable Electronic Equipment, We will pay in respect of such loss or damage up to the maximum amount shown on the **Policy** Schedule against Section 4 – Portable Electronic Equipment.

Definitions applying to Section 4

BUSINESS PROPERTY means portable office equipment, business documentation, stationery and other instruments belonging to the **Insured** which are used for business purposes.

PERSONAL BAGGAGE means personal property of the **Insured** Person and includes Business Property belonging to the **Insured** or an **Insured** Person or for which an **Insured** Person is legally responsible for, taken on or acquired during a Journey.

PERSONAL MONEY means the **Insured** Person's personal cash, credit cards, bank cards, bank or currency notes, cheques, travellers cheques, postal or money order or other negotiable instruments.

PORTABLE ELECTRONIC EQUIPMENT means any personal and/or business computers (including laptops, notebooks and tablets), mobile phones, cameras, personal music players or recording devices, and other items of a similar nature as deemed by Us to be electronic, for which an **Insured** Person is legally responsible for, taken on or acquired during a Journey.

TRAVEL DOCUMENTS means the **Insured** Person's passports, travel tickets, visas, entry permits and/or other similar documents in the possession or control of the **Insured** Person.

Conditions applying to Section 4

1. The **Insured** Person must take all reasonable precautions for the supervision and safety of any Personal Baggage, Business Property, Personal Money, Portable Electronic Equipment and Travel Documents.
2. The **Insured** Person must report all loss or damage attributed to theft, vandalism, or loss or damage caused by a carrier to the appropriate authorities and obtain a written acknowledgement of the report.
3. The **Insured** Person must report all loss of credit cards, personal cheques, traveller's cheques or travel documents to the issuing authority as soon as possible, and effect appropriate cancellation measures.
4. The maximum amount We will indemnify the **Insured** or the **Insured** Person in respect of loss arising from the unauthorised or fraudulent use of money and travel documents is five thousand dollars (\$5,000).
5. All claims must be supported by written confirmation from the transport carrier responsible for the Deprivation of Personal Luggage or Loss of Personal Luggage.
6. All claims for the purchase of emergency replacement of clothing and toiletries under Deprivation of Personal Baggage must be supported by receipts for the replacement items.
7. In respect of Business Property held for the purpose of a Journey, cover will commence at the time of collection from the **Insured** Person's normal place of work or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is returned to the **Insured** Person's normal place of work, whichever occurs first.
8. In respect of Personal Money held for the purpose of a Journey, cover will commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is deposited at a financial institution, whichever occurs first.
9. The maximum amount We will pay for any one item, set or pair of items is 50% of the amount shown on the **Policy** Schedule against Section 4 – Baggage, Portable Electronic Equipment & Money, or ten thousand dollars (\$10,000), whichever is the lesser.

Exclusions applying to Section 4

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. The first amount shown as the Excess in the **Policy** Schedule;
2. loss or damage arising from confiscation or destruction by customs or any other lawful authority;
3. loss or damage arising from electrical or mechanical breakdown or derangement of any item;
4. scratching or breaking of fragile or brittle articles, if as a result of the negligence of the **Insured** and/or the **Insured** Person;
5. damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
6. theft or attempted theft which occurs while Portable Electronic Equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where the **Insured** and/or **Insured** Person has no option other than to leave the Portable Electronic Equipment unattended due to an emergency medical, security or evacuation situation);
7. loss or damage which occurs whilst Portable Electronic Equipment is carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless accompanied by an **Insured** Person as personal cabin luggage. This exclusion will not apply in circumstances where the **Insured** and/or the **Insured** Person is prohibited from carrying the Portable Electronic Equipment as personal cabin luggage. Where the **Insured** Person is so prohibited, the Portable Electronic Equipment must be securely locked away within the **Insured** Person's checked in luggage;

8. contractual obligations in relation to a mobile phone or tablet computer;
9. amounts recoverable by the **Insured** and/or the **Insured** Person from any other source (with the exception of other insurance);
10. Personal Baggage, Personal Money, Travel Documents and Portable Electronic Equipment shipped under any freight agreement, or items sent by postal or courier services; or
11. loss due to depreciation or devaluation of currency.
12. Loss of or damage to hired clothing and hired equipment of any kind;
13. Financial loss due to exchange rates or through errors or omissions in transactions or purchases.

Section 5 – Travel Disruption

Alternative Employee/Resumption of Assignment

If, during the Period of Insurance, the **Insured** incurs Alternative Employee Expenses or Resumption of Assignment Expenses as a direct result of an **Insured** Person dying or suffering a Serious Injury or Serious Sickness whilst on a Journey, or a claim admitted under Cancellation and Curtailment, We will reimburse the **Insured** for such expenses up to the amount shown on the **Policy** Schedule Section 5 – Alternative Employee/Resumption of Assignment.

Cancellation & Curtailment

If, during the Period of Insurance, and whilst on a Journey, the **Insured** person necessarily incurs loss of travel and accommodation expenses or reasonable additional travel or accommodation expenses following necessary alteration, curtailment or cancellation of the **Insured** Person's Journey as a result of;

1. the **Insured** Person's unexpected death or Injury or Sickness which results in the **Insured** Person being certified by a Doctor as unfit to continue the Journey;
2. the unexpected death, Serious Injury or Serious Sickness of an **Insured** Person's Close Relative, travelling companion or business associate;
3. the **Insured** Person's residence or business suffering major loss or damage;
4. strikes, riot, hijacking, civil commotion, flood, natural disaster or adverse weather conditions provided that such event had not occurred, commenced or been announced before the booking was made in respect of the affected departure;
5. any other unforeseen circumstance outside the control of the **Insured** or the **Insured** Person, not otherwise excluded under the **Policy**;

We will reimburse the **Insured** or the **Insured** Person for the non-refundable, unused portion of travel and accommodation expenses or pay reasonable incurred additional travel or accommodation expenses, up to the amount shown on the **Policy** Schedule against Section 5 – Cancellation & Curtailment.

Loss of Deposits

If, during the Period of Insurance, and prior to the commencement of a Journey, the **Insured** or an **Insured** Person incurs loss of pre-paid travel and accommodation expenses following necessary alteration, curtailment or cancellation of the **Insured** Person's Journey as a result of;

1. the **Insured** Person's unexpected death or Injury or Sickness which results in the **Insured** Person being certified by a Doctor as unfit to commence the Journey;
2. the unexpected death, Serious Injury or Serious Sickness of an **Insured** Person's Close Relative, travelling companion or business associate;
3. the **Insured** Person's residence or business suffering major loss or damage; or
4. any other unforeseen circumstance outside the control of the **Insured** or the **Insured** Person, not otherwise excluded under the **Policy**;

We will reimburse the **Insured** or the **Insured** Person for the non-refundable, unused portion of travel and accommodation expenses paid in advance of a proposed Journey, by the **Insured** or **Insured** Person up to the amount shown on the **Policy** Schedule against Section 5 – Loss of Deposits.

Missed Transport Connection

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person misses a transport connection due to any unforeseen circumstances outside of their control and is unable to arrive at an officially scheduled meeting or conference which cannot be delayed or cancelled, We will pay the reasonable extra travel expenses incurred (less any recovery that the **Insured** or the **Insured** Person may be entitled to receive) for use of alternate public transport to enable the **Insured** Person to arrive at their destination at the scheduled time, up to the amount shown on the **Policy** Schedule against Section 5– Missed Transport Connection.

Overbooked Flight

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person is denied boarding on a confirmed scheduled flight due to overbooking and no alternative transport is made available within six (6) hours of the scheduled departure time, We will pay for any direct or indirect expenses incurred as a result of the delay, up to the amount stated on the **Policy** Schedule against Section 5 – Overbooked Flight.

Definitions applying to Section 5

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 a business class air flight (or economy if that was the class of ticket used by the **Insured** Person on the original Journey) and other essential expenses incurred in such transportation of the **Insured** Person. It does not include an expense which the **Insured** or the **Insured** Person had paid or budgeted for before the commencement of a Journey.

RESUMPTION OF ASSIGNMENT EXPENSES means all reasonable and necessary expenses incurred in returning the **Insured** Person to re-commence an assignment within 90 days of returning to their Country of Residence as a result of the claim being admitted under Cancellation and Curtailment. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the **Insured** Person on the original Journey) and other essential expenses incurred in such transportation of the **Insured** Person. It does not mean an expense which the **Insured** or the **Insured** Person had paid or budgeted for before the commencement of a Journey.

Conditions applying to Section 5

1. Any loss of travel and/or accommodation expenses purchased through the use of frequent flyer points or similar customer loyalty points will be reimbursed at the retail price of the travel and/or accommodation at the time of purchase provided the loss of such points are not recoverable from any other source.
2. Any loss arising from or attributed to the refusal, failure or inability of any person, company or organisation, including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal shall be limited to fifty thousand dollars (\$50,000) per Period of Insurance.

Exclusions applying to Section 5

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. an **Insured** Person undertaking or intending to undertake a Journey against the advice of a Doctor or when the **Insured** is unfit to travel or where a condition or circumstance could reasonably have expected to give rise to cancellation or curtailment of a Journey;
2. carrier caused delays where the cost of the expenses are recoverable from the carrier;
3. any business or contractual obligations of the **Insured** or the **Insured** Person;
4. any disinclination on the part of the **Insured** Person or any other person to travel; or
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. Any claim under sub-paragraph 4 of Cancellation and Curtailment arising from any event that had occurred or had been announced before the start date of the Journey or at the time the Journey had been paid for, whichever the later

Section 6 – Rental Vehicle Excess Waiver

Rental Vehicle Excess Waiver

If, during the Period of Insurance, and whilst on a Journey, the **Insured** or an **Insured** Person becomes legally liable to pay a Rental Vehicle Excess or deductible in respect to loss or damage to a Rental Vehicle, We will reimburse the **Insured** up to the maximum amount shown on the **Policy** Schedule against Section 6– Vehicle Excess Waiver.

We will also reimburse the administrative costs applied by the rental/hire company in relation to the Rental Vehicle Excess liability, up to a maximum amount of two hundred dollars (\$200) for any one (1) event. This amount is in addition to the limit shown on the **Policy** Schedule against Section 6 – Vehicle Excess Waiver.

Definitions applying to Section 6

RENTAL VEHICLE means a rented sedan, station wagon, hatchback or four-wheel-drive (4WD) or any other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an **Insured** Person on public roadways.

Rental Vehicle does not include a motor home, camper van, off-road vehicle, recreational vehicle, high performance vehicle or prestige or exotic vehicle

RENTAL VEHICLE EXCESS means the amount the **Insured** or **Insured** Person is legally liable to pay under the Rental Vehicle hiring agreement if the Rental Vehicle is involved in an accident or is stolen during the rental period.

Conditions applying to Section 6

1. The Rental Vehicle must be hired from a licensed motor vehicle rental/hire company and all requirements of the rental/hire company must be complied with under the hiring agreement.
2. Compulsory motor vehicle insurance against loss of or damage to the Rental Vehicle during the rental period offered by the rental/hire company must be activated. Provided the compulsory motor vehicle insurance has been activated, there is no additional requirement for the **Insured** Person to purchase excess buy back.
3. With regards to a Rental Vehicle only, cover under this Section will commence from the time the Rental Vehicle is collected from the rental/hire company or twenty four (24) hours prior to the commencement of a Journey, whichever is the later and shall cease upon return of the Rental Vehicle to the rental/hire company or twenty four (24) hours after the completion of a Journey, whichever occurs first.

Exclusions applying to Section 6

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. any Rental Vehicle that is not comprehensively **Insured**;
2. any use of the Rental Vehicle or personal motor vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance **Policy**;
3. the use of the Rental Vehicle by an **Insured** Person not holding a valid license permitting them to drive in the country the motor vehicle is being operated in;
4. the illegal or criminal use of a Rental Vehicle or personal motor vehicle by the **Insured** or **Insured** Person; or
5. the use of the Rental Vehicle or personal motor vehicle on any roadway that is inaccessible to two-wheel-drive vehicles, unless the vehicle is a four-wheel-drive (4WD) vehicle.

Section 7 – Kidnap, Ransom, Extortion, Hijack & Detention

Kidnap, Ransom & Extortion

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person is Kidnapped or allegedly Kidnapped or the subject of Extortion outside of their Country of Residence, We will reimburse the Extortion or Ransom Monies paid up to the sum **Insured** shown on the **Policy** Schedule against Section 7 – Kidnap, Ransom & Extortion.

We will also pay the **Insured** up to the amount shown on the **Policy** Schedule against Section 7 – Kidnap, Ransom & Extortion for:

1. loss caused by the destruction, disappearance, confiscation or seizure of property or other consideration intended as Extortion or Ransom Monies for a Kidnapping or Extortion **Insured** hereunder, whilst the Extortion or Ransom Monies are being delivered to the person or group believed to be responsible for the Kidnap or Extortion by a person with the authority of the **Insured** or an **Insured** Person to make such delivery;
2. the amount paid for Other Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. the actual, necessary and reasonable expenses of engaging independent security consultants with the exclusive function of investigating a Kidnap, recovering or negotiating the release of a Kidnapped **Insured** Person, or paying any Extortion or Ransom Monies, provided that We have given Our prior written consent to the use of such consultants.

We will also pay the **Insured** the actual, necessary and reasonable external expenses to engage an independent image and/or public relations consultant, and/or costs associated with media broadcasts, to help protect and/or positively publicise their business and corporate image, up to a maximum of fifteen thousand dollars (\$15,000) for any one Kidnap, Extortion or Extortion Threat. These expenses must be directly in connection with a Kidnap, Extortion or Extortion Threat and incurred within twenty- one (21) days thereof.

The maximum amount payable for all benefits listed above shall not exceed the amount shown on the **Policy** Schedule against Section 2 – Kidnap, Ransom & Extortion.

Hijack & Detention

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person is outside of their Country of Residence and is Detained for a minimum of twelve (12) continuous hours:

1. as a result of the Common Carrier Conveyance in which they are travelling being Hijacked; or
2. by any government, state or lawful authority without being ultimately convicted of breaking the law of any country or state;

We will pay the **Insured** the daily amount shown on the **Policy** Schedule against Section 7 – Hijack & Detention, for each twenty four (24) hour period of continuous Detention, up to the maximum period shown on the **Policy** Schedule against Section 7 – Hijack & Detention.

We will also pay the **Insured** the reasonable legal costs incurred up to a maximum of fifty thousand dollars (\$50,000) as a result of the **Insured** Person being falsely arrested or wrongfully Detained outside of their Country of Residence.

Definitions applying to Section 7

COMMON CARRIER CONVEYANCE means an aircraft, vehicle, train, vessel or other public transportation which is duly licensed to carry fare paying passengers.

DETAINED means restraint by way of custody or confinement against the will of an **Insured** Person.

EXTORTION/EXTORTION THREAT means intimidation by threat or a series of threats to Kidnap or inflict harm upon any **Insured** Person or their accompanying Close Relative.

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

HIJACK/HIJACKED means the unlawful seizure or wrongful exercising of control of a Common Carrier Conveyance.

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

OTHER EXPENSES means:

1. a reasonable payment made by the **Insured** to a person providing information not otherwise available which leads to the arrest and conviction of the individual(s) responsible for a Kidnap or Extortion Threat **Insured** hereunder;
2. reasonable and customary interest costs for any loan taken by the **Insured** Person or the **Insured** from a financial institution in order to pay Extortion or Ransom Monies;
3. reasonable and customary travel and accommodation expenses incurred by the **Insured** Person or the **Insured** as a result of a Kidnap or Extortion;
4. the salary which the **Insured** continues to pay an **Insured** Person who has been the subject of a Kidnap or Extortion, provided that coverage will only apply at the salary level in effect prior to the Kidnap or Extortion;
 - a) for up to sixty (60) days after the release of the **Insured** Person from a Kidnap;
 - b) until discovery of the death of the **Insured** Person;
 - c) for up to one hundred and eighty (180) days after the **Insured** receive the last credible evidence that the **Insured** Person is still alive; or
 - d) for up to sixty (60) months from the date of the Kidnap, if the **Insured** Person has not been released;
5. wage or salary payments made by the **Insured** for a temporary replacement Employee to perform the duties of an **Insured** Person who is Kidnapped, for a period up to thirty (30) days after the release of the **Insured** Person, but not exceeding sixty (60) months from the initial date of the Kidnap;
6. the travel costs of a replacement Employee to perform the business duties of the Kidnap victim, limited to an economy fare and payable once per replacement Employee per Kidnap;
7. Personal Financial Loss to an **Insured** Person on account of an inability to attend to personal financial matters due to their Kidnapping;
8. reasonable travel costs of **Insured** Person who is the victim of a Kidnap to join their family upon their release;
9. reasonable and customary fees and expenses of a qualified interpreter assisting the **Insured** or an **Insured** Person in the event of a Kidnap or Extortion;
10. reasonable medical, psychiatric, and legal expenses incurred by an **Insured** Person, with Our prior written consent, for a period of twelve (12) months following their release from a Kidnap; and
11. any other reasonable expenses incurred by the **Insured**, with Our prior written consent, in resolving a Kidnap or Extortion **Insured** hereunder.

PERSONAL FINANCIAL LOSS means but is not limited to, pecuniary loss incurred by an **Insured** Person resulting directly from the failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions.

Conditions applying to Section 7

1. The **Insured** and **Insured** Persons shall make a reasonable effort not to disclose the existence of this insurance.

Exclusions applying to Section 7

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. any loss resulting from the surrender of money, property or other consideration as the result of a direct physical encounter involving the use or threat of force or violence, unless such monies or property are being held or delivered for the sole purpose of paying Extortion or Ransom Monies;
2. the Kidnap or Extortion of an **Insured** Person occurring in their Country of Residence or a country where they have been living for more than one hundred and eighty (180) consecutive days at the time the Kidnap or Extortion occurs;
3. any fraudulent, dishonest or criminal act committed by the **Insured**, an **Insured** Person or any person the **Insured** or an **Insured** Person authorises to be in possession of Extortion or Ransom Monies;
4. any claim with respect to a kidnapping in Mexico, Central or South America or the Philippines;
5. any loss resulting from War, Civil War or Terrorism that was in existence prior to the **Insured** Person entering the country or which was foreseeable to a reasonable person before the **Insured** Person entered the country.

Section 8 – Personal Liability

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person becomes legally liable to pay damages in respect of either:

1. bodily injury to any other person; or
2. loss of or damage to physical property;

and such bodily injury or damage is caused by an Accident outside of the **Insured** Person's Country of Residence, We will indemnify the **Insured** on behalf of the **Insured** Person up to the amount shown on the **Policy** Schedule against Section 8 – Personal Liability:

- a) against all such damages; and
- b) all legal costs and expenses which are recoverable by an **Insured** Person from the **Insured** Person and/or incurred with Our written consent in the investigation or defence of any claim.

Conditions applying to Section 8

1. No admission, offer, promise, payment or indemnity shall be made by the **Insured** or the **Insured** Person without Our written consent.
2. 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.
3. We may at any time pay, in connection with any claim or series of claims arising from the one original cause, the amount shown on the **Policy** Schedule against Section 5 (after deduction of any amount(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.

Exclusions applying to Section 8

In addition to the General Exclusions applying to all sections of this **Policy**, **We** will not be liable in respect of;

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with the **Insured**;
2. loss of or damage to property belonging to or held in trust by or in the care, custody or control of the **Insured**, an **Insured** Person or any of the **Insured**'s Employees;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when an **Insured** Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of the **Insured** or an **Insured** Person;
4. injury, loss or damage to property caused by or arising from;
 - a) the nature of products sold by the **Insured** or an **Insured** Person.
 - b) advice furnished by the **Insured** or by an **Insured** Person.
 - c) the conduct of the **Insured**'s 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; or
7. any sexually transmitted or transmissible disease, or infection or virus of any sort emanating from a sexually transmitted or transmissible disease.
8. Any liability arising out of ownership, possession, custody or use of any firearm.

Section 9 – Extra Territorial Workers Compensation

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person dies, or suffers an Injury or Sickness, **We** will indemnify the **Insured** for compensation benefits consequently payable under any workers' compensation legislation which provides benefits to injured workers or their dependents for death, Injury or Sickness arising out of or in the course of their employment or damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the limits of liability set out below.

Limit of Liability applying to Section 9

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

1. in the case of a claim for compensation benefits, the difference between the benefits payable by the **Insured** and the amount which the **Insured** Person or their dependents are entitled to claim under any workers' compensation insurance which the **Insured** was required to effect as described above but not to exceed the amounts shown on the **Policy** Schedule against Section 9 – Extra Territorial Workers Compensation.
2. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the **Insured** and the amount of indemnity to which the **Insured** would have been entitled under any workers compensation insurance which the **Insured** was required to effect as described above, but not to exceed the amounts shown on the **Policy** Schedule against Section 9 – Extra Territorial Workers Compensation.
3. the limits of liability are amounts shown on the **Policy** Schedule against Section 9 – Extra Territorial Workers Compensation and shall apply as follows:
 - a) Limit (A) is the limit of weekly compensation for each **Insured** Person;
 - b) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) Accident whether involving one (1) or more **Insured** Person; and

- c) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and Accidents occurring during any one (1) Period of Insurance, whether involving one (1) or more **Insured** Persons.

Conditions applying to Section 9

1. Cover under this Section only applies;
 - a) with respect to **Insured** Persons who are employed by the **Insured** of who are deemed by any applicable workers' compensation legislation to be workers employed by the **Insured** and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
 - b) if the **Insured** maintained in force during the Period of Insurance of this **Policy**, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of Employees by the **Insured** or the **Insured** is licensed under such laws as a self-insurer; and
 - c) while the **Insured** Person is working on a temporary basis (not exceeding six (6) months) outside the state or territory in which the **Insured** Person's usual place of employment is located.
2. If required by Us, the **Insured** shall;
 - a) make available to Us such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into the **Insured**'s possession; and
 - b) authorise Canopius Asia Pte Ltd t/as Canopius Australia & Pacific to have access to the files and information held by any workers' compensation insurer with whom the **Insured** has effected insurance.
3. Any benefits otherwise payable under Section 3 – Personal Accident & Sickness and Section 1 – Overseas Medical Expenses of the **Policy** with respect to an **Insured** Person shall be reduced by the amount of any benefit payable under these Sections with respect to that **Insured** Person.

Exclusions applying to Section 9

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable in respect of;

1. any expenses with respect to exemplary, punitive or aggravated damages; or
2. any expenses which We are prohibited from paying due to government legislation, whether existing or amended.

Section 10 – Political Unrest & Natural Disaster Evacuation

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person is in a country outside of their Country of Residence and:

1. officials in that country recommend that certain categories of persons, which categories include the **Insured** Person, should leave that country;
2. the Australian government, through its Department of Foreign Affairs and Trade, issues a Consular Travel Warning recommendation that certain categories of persons, which categories include the **Insured** Person should leave that country;
3. an **Insured** Person is expelled or declared persona non grata in that country;
4. there is wholesale seizure, confiscation or expropriation of the **Insured**'s or the **Insured** Person's property, plant or equipment in that country; or
5. a natural disaster has occurred in that country, and a state of emergency has been declared necessitating immediate evacuation of the **Insured** Person in order to avoid risk of Injury or Sickness;

We will pay the actual, necessary and reasonable expenses incurred:

1. to return the **Insured** Person to their Country of Residence or the nearest place of safety using the most reasonably available method of transport, provided that prior approval has been obtained by Fullerton Emergency Assistance, up to the maximum sum **Insured** shown on the **Policy** Schedule against Section 10 – Political Unrest & Natural Disaster Evacuation; and
2. for reasonable accommodation costs for up to twenty-one (21) days if the **Insured** Person is unable to return to their Country of Residence, provided that prior approval has been obtained by Fullerton Emergency Assistance, up to the maximum sum **Insured** shown on the **Policy** Schedule against Section 10 – Political Unrest & Natural Disaster Evacuation.

Conditions applying to Section 10

1. If the **Insured** Person is required to leave the country they are in, Fullerton Emergency Assistance must be contacted beforehand to confirm cover. Where possible Fullerton Emergency Assistance will make the travel arrangements and, in all cases, Canopius Asia Pte Ltd t/as Canopius Australia & Pacific will decide where to send the **Insured** Person.

Exclusions applying to Section 10

In addition to the General Exclusions applying to all sections of this **Policy**, We will not be liable to pay loss, cost or expense arising from or attributable to;

1. the **Insured** Person violating the laws or regulations of the country they are in;
2. the **Insured** Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;
3. any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
4. failure of the **Insured** or the **Insured** Person to honour any contractual obligation or bond or to obey any conditions in a licence;
5. the **Insured** Person being evacuated from their Country of Residence;
6. evacuation of an **Insured** Person who is a national of the country from which they are to be evacuated;
7. the political unrest or natural disaster that resulted in the **Insured** Person's evacuation being in existence prior to the **Insured** Person entering the country or its occurrence being foreseeable to a reasonable person before the **Insured** Person entered the country; or
8. War, Civil War or natural disaster that was in existence prior to the **Insured** Person entering the country or which was foreseeable to a reasonable person before the **Insured** Person entered the country.

Section 11 – Search & Rescue Expenses

If, during the Period of Insurance, and whilst an **Insured** Person is on a Journey outside of their Country of Residence, the **Insured** Person is reported as missing and it becomes necessary for the local rescue provider or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the **Insured** Person may have sustained a bodily Injury or suffered Sickness; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the **Insured** Person from sustaining an Injury or suffering Sickness.

We will reimburse the **Insured** up to an amount shown on the **Policy** Schedule against Section 11 – Search & Rescues Expenses, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for such **Insured** Person and for bringing them to a place of safety.

Conditions applying to Section 11

1. The **Insured** Person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The **Insured** Person must not knowingly endanger either their own life or the life of any other **Insured** Person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for the **Insured** Person's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the **Insured** Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.

Where any event covered under Section 11 is, or is subsequently found to be covered under:

- a) Section 1 – Overseas Medical Expenses & Medical Evacuation Expenses; or
- b) Section 7 – Kidnap, Ransom, Extortion, Hijack & Detention; or
- c) Section 10 – Political Unrest & Natural Disaster Evacuation;

the benefit amount payable shall be in addition to any amount payable under such section.

Section 12 – Additional Wellbeing

Accidental HIV Infection Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person accidentally contracts the Human Immunodeficiency Virus (HIV) Infection;

1. as a direct result of Injury caused by a violent and physical bodily assault by another person on the **Insured** Person during the Period of Insurance and whilst they are an **Insured** Person; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an **Insured** Person's Injury or Sickness suffered whilst they are on a Journey during the Period of Insurance;

We will pay the amount stated on the **Policy** Schedule under Section 12 – Additional Wellbeing – Accidental HIV Infection Benefit, provided that;

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
2. any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove the **Insured** Person was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if the **Insured** Person fails to comply with or provide the required level of proof.

Advanced Payment

If an **Insured** Person sustains an Injury or Sickness for which benefits are payable under Section 3 – Personal Accident & Sickness – Events 20 or 27, We will immediately pay thirteen (13) weeks benefit, provided that We are presented with medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

Automatic Insurance Extension

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

Coma Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person sustains an Injury which directly causes or results in a continuous unconscious state and the **Insured** Person or the **Insured** Person's legal representative presents Us Australia & Pacific with a written opinion of a Doctor that verifies that the Injury caused the **Insured** Person to be in such a continuous unconscious state, We will pay the daily amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

Court Attendance Benefit

If, during the Period of Insurance, the **Insured** Person is required to attend court in connection with an event that has resulted in a valid claim under Section 8– Personal Liability, We will pay one hundred dollars (\$100) per day for each day the **Insured** Person attends court, up to a maximum of one thousand dollars (\$1,000) in total, per **Insured** Person.

Dependent Child Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person suffers an Accidental Death, We will pay the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Dependent Child Benefit, for each Dependent Child of the **Insured** Person, up to the maximum amount per family stated on the **Policy** Schedule.

Domestic Help Benefit

If, during the Period of Insurance, and whilst on a Journey, the Accompanying Spouse/Partner of the **Insured** Person who is a non-income earner sustains an Injury or Sickness for which a benefit would be payable under Section 3, Events 20 and/or 21, or Events 27 and/or 28 and a Doctor certifies that they are unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown on the **Policy** Schedule against Section 12– Additional Wellbeing– Domestic Help Benefit, provided that the domestic help is not carried out by the **Insured** Person or their Close Relatives, nor a person permanently residing with the **Insured** Person.

Education Fund Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers an Accidental Death and is survived by Dependent Children, We will pay the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Dependent Child Benefit, for each surviving Dependent Child of the **Insured** Person, up to the maximum amount per family stated on the **Policy** Schedule.

Escalation of Claim Benefit

After payment of a benefit under Section 3 – Personal Accident & Sickness – Events 20 and/or 21 or Events 27 and/or 28 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.

Home Burglary Excess Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person's place of residence is burgled, We will reimburse the excess amount paid under a home contents insurance **Policy**, up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing– Home Burglary Excess Benefit.

Identity Theft Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers theft of personal data or documents relating to their identity which results in the fraudulent use to obtain money, goods or services, We will reimburse up to the amount shown on the **Policy** Schedule against Section 12 - Additional Wellbeing – Identity Theft for reasonable legal expenses incurred with Our prior written consent;

1. to pursue closure of any disputed areas, accounts or credit facilities;
2. for re-submitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of identity theft;
3. for notarising affidavits or other similar documents, amending or rectifying records in regard to the **Insured** Person's true name or identity as the result of identity theft;
4. to defend any suit brought against the **Insured** Person by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of identity theft; and
5. to remove any civil judgment wrongfully entered against the **Insured** Person as a result of identity theft.

Independent Financial Advice

If an **Insured** Person sustains an Injury for which benefits are payable under Section 3 – Personal Accident & Sickness, for Events 1 to 8.a), We will, at the request of the **Insured**, pay for the cost of professional financial planning advice in respect of the payment of the benefit, provided by a qualified financial planner who is not an **Insured** Person or their Close Relative, up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the Lump Sum benefit being paid.

Keys & Locks Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person loses their identification and keys at the same time, We will reimburse for the reasonable and actual costs for the replacement of keys and/or locks to their home and/or motor vehicle, up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing– Keys & Locks Benefit.

Modification Benefit

If, during the Period of Insurance an **Insured** Person sustains an Injury for which a benefit is paid under Section 3 – Personal Accident & Sickness, for Events 2 or 3, We will pay for costs necessarily incurred to modify the **Insured** Person's home and/or motor vehicle, or costs associated with relocating the **Insured** Person to a more suitable home, up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/ or relocation is necessary.

Orphan Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person and their Spouse/Partner both suffer an Accidental Death resulting from the same Event and they are survived by Dependent Children, We will pay the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Orphan Benefit, for each Dependent Child of the **Insured** Person, up to the maximum amount per family stated on the **Policy** Schedule.

Rehabilitation Benefit

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 3 – Personal Accident & Sickness, for which benefits are payable, We will pay for tuition or advice for an **Insured** Person from a licensed vocational school, provided such tuition or advice is undertaken with Canopius Asia Pte Ltd t/as Canopius Australia & Pacific prior written agreement and is confirmed by the **Insured** Person's Doctor as being necessary. The maximum amount We will pay under this benefit is shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Rehabilitation Benefit.

Spouse/Partner Accidental Death Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person's Spouse/Partner (who is not Accompanying the **Insured** Person) suffers an Accidental Death, We will pay the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Spouse/Partner Accidental Death Benefit.

Spouse/Partner Retraining Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person suffers an Injury for which a benefit is paid under Section 3 – Personal Accident & Sickness, Events 1 or 2, We will at the request of the **Insured**, pay up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Spouse/Partner Retraining Benefit, for the training or retraining of the **Insured** Person's Spouse/Partner;

1. for the sole purpose of obtaining gainful employment;
2. to improve their potential for employment;
3. to enable them to improve the quality of care they can provide to the **Insured** Person;

Provided always that;

1. the Spouse/Partner has not attained the age of sixty-five (65) years of age at the commencement of the training;
2. the training is provided by a recognised institution with qualified skills to provide such training;
3. costs must be incurred within six (6) months of the payment of the benefit for Events 1 or 2 under Section 1 – Personal Accident & Sickness.

Student Tutorial Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person who is a full time student suffers an Injury and a Doctor certifies that the **Insured** Person is unable to attend classes as a result of the Injury, We will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Student Tutorial Benefit.

Trauma Counselling Benefit

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act of, sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Trauma Counselling Benefit, for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an **Insured** Person or their Close Relative) provided the treatment is certified as necessary by a Doctor for the wellbeing of the **Insured** Person.

Unexpired Membership Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person suffers an Injury which results in benefits being payable under;

1. Section 3 – Events 2 to 8.a); or
2. Section 3 – Events 20 and/or 21 for which a Doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and in either case, is certified by a Doctor as preventing the **Insured** Person from continuing participation in any sport or gym activity for which they have paid or are contractually obliged to pay a membership, association or registration fee, We will pay the pro-rata refund of such fees for the current season up to the amount shown on the **Policy** Schedule against Section 12 – Additional Wellbeing – Unexpired Membership Benefit.

Section 13 – Corporate Protection

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 3 – Personal Accident & Sickness, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that the **Insured** Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount shown on the **Policy** Schedule against Section 13 – Corporate Protection– Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the **Insured** Person directly to and from their normal place of residence and normal place of work.

Repatriation & Funeral Expenses Benefit

If, during the Period of Insurance, and whilst on a Journey, an **Insured** Person dies, We will pay for the reasonable expenses incurred up to the amount shown on the **Policy** Schedule against Section 13 – Corporate Protection – Repatriation & Funeral Expenses Benefit, for:

1. the cost of returning the **Insured** Person's mortal remains and/or personal effects to the **Insured** Person's Country of Residence or a place nominated by the **Insured** Person's Spouse/Partner or the legal representative of the **Insured** Person's estate; and
2. the cost of the **Insured** Person's funeral, burial or cremation and associated expenses;

provided that We and/or Fullerton Emergency Assistance are notified as soon as possible, and prior to the arrangement of any repatriation or funeral services.

Corporate Image Protection

If during the Period of Insurance and whilst on a Journey, an **Insured** Person sustains an Injury which a benefit is paid under Section 3 – Personal Accident & Sickness, Events 1 or 2, We will pay the **Insured** the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the **Insured**'s corporate image, up to the amount shown on the **Policy** Schedule against Section 13 – Corporate Protection – Corporate Image Protection.

Disappearance

If the body of an **Insured** Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling whilst on a Journey, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death benefit amount set out under Section 3 – Personal Accident & Sickness, Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the **Insured** Person is subsequently found alive, such Accidental Death benefit amount will be refunded to Us.

Replacement Staff/Recruitment Cost

If, during the Period of Insurance, and whilst on a Journey, the **Insured** Person sustains an Injury and in Our judgement We believe that a benefit will be paid under Section 3 – Personal Accident & Sickness, Event 1 or 2, We will pay the actual and reasonable costs incurred by the **Insured** for the recruitment of replacement Employees, up to the amount shown on the **Policy** Schedule against Section 13 – Corporate Protection – Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the **Insured**'s business to continue.

The **Insured** must first provide a signed undertaking that any amount paid will be repaid to Us if it is found that a valid claim did not or will not eventuate.

General Exclusions

The following general exclusions apply to all Sections of this **Policy** unless expressly stated as not applying by endorsement;

We will not be liable to pay loss, cost or expense arising from or attributable to;

1. 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. any self-injury, suicide or any illegal or criminal act committed by the **Insured** Person;
3. the Excess as stated in the **Policy** Schedule;
4. the **Insured** Person exceeding the lawful blood alcohol limit, including having a blood alcohol limit content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
5. Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth); or
6. any loss which occurs when the **Insured** Person is ninety (90) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before an **Insured** Person has attained the age of ninety (90) years;
7. War or Civil War, provided that this exclusion does not apply to Section 2 or Section 10, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism; or
8. Terrorism, provided that this exclusion does not apply to Section 2. If We allege that a claim is not covered by this **Policy**, the burden of proving the contrary shall be upon You.
9. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
10. the **Insured** Person's voluntary exposure to unnecessary danger.
11. any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless the **Insured** Person is being treated by or has been referred to a psychiatrist, psychologist or similar specialist.
12. Pre-Existing Medical Conditions as herein defined.

Furthermore, there is no cover under Section 3 of the **Policy** for Event 2 (Permanent Total Disablement) or Events 20, 21, 27 or 28 (Temporary Total Disablement and Temporary Partial Disablement) with respect to any **Insured** Person who is over seventy-five (75) years of age.

General Provisions

Aggregate limit of liability

Except as detailed below, Our total liability for all claims arising from any one (1) Event shall not exceed the amount shown on the **Policy** Schedule against Aggregate Limit of Liability.

In the event that claims made under this insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

Alteration of risk

The **Insured** must advise Us as soon as is reasonably practical of any alteration of the **Insured's** business activities which increase the risk of damage, Injury, liability, loss or Sickness.

Assistance and co-operation

The **Insured** shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** because of bodily injury or damage with respect to which insurance is afforded under the **Policy**. In that regard, the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured's** 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.

Cancellation

The **Insured** may cancel this **Policy** at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the **Insured's** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **Policy** or any section thereof for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the Premium. Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify You in writing.

If the **Policy** is cancelled by either the **Insured** or Us, We will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time the **Insured** has been on risk plus ten percent (10%) and the **Insured** shall receive a refund of any balance of the Premium actually paid.

We will not refund any Premium if We have paid a claim or benefit to the **Insured** or an **Insured** Person under the **Policy**.

Currency

All amounts shown on the **Policy** are in Australian dollars (AUD).

Cyber Risks Inclusion Endorsement

Any benefits for bodily **Injury** or **Sickness** due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- i. any computer virus;
- ii. any computer related hoax relating to (i) and/ or (ii) above

are payable, subject to terms, conditions, limitations and exclusions of this **Policy**.

Due diligence

The **Insured** and **Insured** Person's must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this **Policy**.

Fraudulent claims

If any Claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on the **Insured's** behalf to obtain any benefit under this **Policy**, or if any loss hereunder be occasioned by the wilful act or with the connivance of the **Insured**, We, without prejudice to any other right(s) We might have under this **Policy**, shall be entitled to refuse to pay such Claim and You must pay back any benefit that we have already paid. If this happens, We will not refund any premium.

Notice of claim

The **Insured** or any person entitled to claim under this **Policy** must give Us and Our authorised agent notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Any such notice must be directed to Canopius Asia Pte Ltd T/A Canopius Australia & Pacific , Level 9, 1 O'Connell Street, Sydney NSW 2000, Australia and must be forwarded to: CanopiusAustraliaClaims@Canopius.com

Any such notice must also be copied to:

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

E claims@fullertonhealthcs.com.au

T +61 (0)2 8256 1770

Other Insurance

In the event of a claim, the **Insured** or **Insured** Person must advise Us as to any other insurance that covers the same risk, that they are entitled to claim under or have access to.

Sanctions

We shall not provide cover and We shall not be liability to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Service of Suit

The Underwriters hereon agree that: -

- (a) In the event of a dispute arising under the **Policy**, Underwriters at the request of the **Insured** will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

- (b) Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd Level 9
1 O'Connell Street Sydney
NSW 2000
Australia
T +61 (0)2 8298 0700
F +61 (0)2 8298 0788

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the **Insured** to give a written undertaking to the **Insured** that he will enter an appearance on Underwriters' behalf.

- (c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such court or any appellate court.

Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Subrogation

When We pay any amount under this **Policy**, the **Insured** and the **Insured** Person or their legal representative agree that We shall be subrogated to all of Your rights and the rights of each **Insured** Person or their legal representative to recover against any person or entity and You and the **Insured** Person or their legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights. Neither You nor the **Insured** Person nor their legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

Takeover terms

With respect to **Insured** Persons who are covered by this Insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance **Policy** that this **Policy** replaces, cover is hereby extended to include any Pre-Existing Medical Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this **Policy**'s definition of Pre-Existing Medical Condition and Exclusion 12 which may otherwise have applied.