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It is important that you read this document carefully. We recommend that you keep it with your insurance certificate which includes your travel insurance certificate number.

## PART 1 - PRODUCT DISCLOSURE STATEMENT

### Welcome To Travel Insuranz

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

### About Us

Travel Insuranz is a trading name of Online Insurance Brokers Pty Ltd (ABN 21 095 612 276) AFS Licence No 241055. Online Insurance Brokers Pty Ltd is an Australian Financial Services Licensee and is authorised by ASIC to issue, deal in and provide general advice on general insurance products.

This insurance is underwritten by Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ABN 84 600 643 034 AFSL 466713, who is the product issuer, and authorised to conduct general insurance in Australia. They are referred to in this document as "Insurer" or "we" or "us". You can contact us by email at [australia@bhspecialty.com](mailto:australia@bhspecialty.com) or by post sent to GPO Box 650, Sydney NSW 2001.

Online Insurance Brokers Pty Limited has a binding authority from Berkshire Hathaway Specialty Insurance Company to act on its behalf in arranging, issuing, varying and cancelling the Insurer's travel insurance products. Online Insurance Brokers Pty Limited issues certificates of insurance on behalf of the Insurer.

Online Insurance Brokers Pty Ltd has a binding authority which means it can enter into, vary or cancel these products on the Insurer's behalf without reference to the Insurer provided it acts within the binding authority. Online Insurance Brokers Pty Ltd acts for the Insurer and not you.

The contact details for Travel Insuranz can be found on page 11.

### About Your Travel Insurance Policy

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

- the Policy Wording including the Schedule of Cover;
- your application for insurance;
- your Certificate of Insurance; and
- any written endorsements we provide to you.

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

### The Cost Of This Insurance

When calculating the cost of your travel insurance, we take a number of factors into account, including:

- where you are travelling to;
- how long you are travelling;
- the level of cover you have chosen;
- how old you are; and
- if you have selected any additional cover.

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

### Who Can Buy This Insurance?

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

### Australians already overseas?

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

### Area Of Travel

You are covered for trips to countries within the following areas provided that you have paid the appropriate premium, as shown in your Certificate of Insurance. You must select the area that covers your entire trip.

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

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

It is your responsibility to ensure that you have chosen the correct Area of Travel, when applying for your insurance.

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

### Updating This PDS

We will update the information in this PDS when necessary. A paper copy of any updated information is available to you at no cost by contacting us. We will issue you with a new PDS or a supplementary PDS, where the update is to correct a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to purchase this insurance. Once an application has been accepted and a certificate of insurance issued, the policy wording in the Product Disclosure Statement in force at the time of the application is the basis of the cover.

### Date That This PDS Was Prepared

This PDS is effective as at 14 December 2017 and remains valid until a further PDS is issued to replace it.

### Cooling Off Period/Premium Refund

If, having purchased the policy, you want to cancel it, you can do so within 14 business days of receiving the Certificate of Insurance and obtain a full refund, provided you have not made a claim and your trip has not commenced. Travel Insuranz will arrange for a refund of the amount payable within 15 business days of you cancelling your policy. We can only accept a request for cancellation via our website. Please visit our contact us page at [www.travelinsuranz.com.au](http://www.travelinsuranz.com.au)

If you are overseas when you purchase your insurance, the 14 day cooling off period does not apply and we are unable to refund any premium, so you should ensure it is appropriate before you purchase it.

### Cancellation By Us

We can cancel your insurance in any way permitted by law, including if you have:

- failed to comply with your Duty of Disclosure;
- made a misrepresentation to us before the policy was entered in to;
- failed to comply with a provision of a policy, including failure to pay the amount payable;
- made a fraudulent claim under the policy; or
- failed to notify us of a specific act or omission as required by the policy.

If we cancel your policy, we will do so by giving you written notice. We will deduct from the amount

payable, an amount to cover the shortened period for which you have been insured by us and refund the balance to you.

### Confirming Cover

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

### Your Duty Of Disclosure – What You Must Tell Us

You have a Duty of Disclosure under the Insurance Contracts Act 1984 (Cth) that requires you to tell us certain things. Before you purchase a policy with us or ask to amend an existing policy, we will ask you a series of questions. You must tell us everything you know or which a reasonable person in the circumstances would be expected to know in answering the questions in the online application. You have this duty until we agree to insure you.

The answers you provide will help us to decide:

- whether we will insure you or amend your policy as you have requested;
- the amount we will charge you; and
- whether any special conditions will apply to your policy.

You do not have to tell us about any matter:

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer; or
- which we indicate we do not want to know.

Everyone who is insured under the policy must comply with the Duty of Disclosure. If you provide information about another insured person, you do this on their behalf. If you (or they) don't comply with the Duty of Disclosure, we may reduce the amount of any claim and/or cancel your policy. If fraud is involved, we may treat your insurance as void from the beginning.

### Group Bookings

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

### General Insurance Code Of Practice

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

### Financial Claims Scheme

This Policy may be a protected policy under the Financial Claims Scheme (FCS) which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of us becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria. More information about the FCS may be obtained from <http://www.fcs.gov.au>

### Dispute Resolution Process

Travel Insuranz prides itself on delivering high levels of customer service. In the event that you have a concern regarding us, or any issue in respect of your insurance, you should take the following steps:

- Email Travel Insuranz and tell us about your concerns. Dependent on the nature of the complaint, we may be able to reach a satisfactory resolution immediately or we may request more information to help us in resolving it.
- After contacting us, if you remain dissatisfied, you should contact the Insurer at [australia@bhspecialty.com](mailto:australia@bhspecialty.com) or by writing to Berkshire Hathaway Specialty Insurance Company, GPO Box 650 Sydney NSW 2001, who will respond within 15 days.

If you remain dissatisfied, you can contact the Financial Ombudsman Service (FOS) which is an independent body that operates nationally in Australia and aims to resolve certain insurance disputes. This service is free of charge to customers. The FOS can be contacted on 1800 367 287.

### How To Make A Claim

Please refer to the details on page 10.

### How We Protect Your Privacy

Berkshire Hathaway Specialty Insurance Company - Privacy Notice.

Privacy legislation regulates how the Insurer collects, uses and discloses the personal information you provide. The Insurer will collect information from or about you for the purposes of underwriting this insurance, and administering claims and complaints. The Insurer will only use and disclose your personal information for a purpose you would reasonably expect. Without your personal information, we may not be able to provide you with our services or products, issue insurance cover, administer your insurance or process your claim. We may disclose your personal information to other companies in the Berkshire Hathaway group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in India, Singapore, Malaysia, Hong Kong, New Zealand, Germany, the United Kingdom and the United States of America or countries where overseas medical or assistance services are provided. You can access and correct details of the personal information we hold about you, or make a complaint about a breach of your privacy, by contacting our Privacy Officer at [australasia.privacy.compliance@bhspecialty.com](mailto:australasia.privacy.compliance@bhspecialty.com). Please refer to Our Privacy Policy available at <https://bhspecialty.com/privacy-policy/privacy-policy-australia/>

Please refer to the details on page 11 for the Online Insurance Brokers Pty Ltd Privacy Notice.

### Taxation Implications – Goods And Service Tax (GST)

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

### Amendment Of Personal Or Travel Details

When you take out a policy with us you will have online access to your account. You will be able to make most amendments online without referral to us.

### Some Of The Things Our Travel Insurance Covers

Our travel insurance covers a wide range of situations. Please refer to the schedule of cover on page 4 for more information.

Terms, conditions and limits apply so please read the Policy Wording for full details.

### Some Things Are Not Covered By This Travel Insurance

In certain circumstances, exclusions may apply and your travel insurance will not cover you. You should read the PDS and Policy Wording carefully to ensure you understand the exclusions and conditions which apply to your policy.

For example, there is no cover for snow sports unless you have entered the dates when you plan to participate in snow sports and these dates are shown on your Certificate of Insurance and for which the relevant premium has been paid, or you have purchased an Annual Multi-trip travel insurance policy which includes 23 days of snow sports cover.

There is also no cover for any loss you may suffer as a result of any Pre-existing Medical condition as detailed below:

- any dental or medical condition, defect or disease suffered by you, your travelling companion, any close relative or any other person:
  1. for which advice or treatment (including prescribed medication), or investigation has been received or prescribed in the twelve (12) months prior to the issue of this policy;
  2. of which you are aware or could reasonably be expected to be aware at the time of applying for insurance; and/or
  3. is of a recurring or an ongoing nature or any complication directly attributable to the condition.

Notwithstanding the above, there are certain Pre-existing Medical Conditions that we are able to cover automatically provided you have not been hospitalised (including day surgery or emergency department attendance) for that condition in the past 24 months, or sought medical advice or treatment for them in the 14 days prior to the inception of this policy. These are shown below:

Acne  
Allergic Rhinitis  
Anaphylaxis  
Asthma - with no other chronic lung disease  
Bee Sting Allergy  
Benign Breast Cysts

Benign Renal Cysts  
 Bunions  
 Cataracts  
 Chronic Sinusitis  
 Congenital Blindness  
 Congenital Deafness  
 Dermatitis  
 Dry Eye Syndrome  
 Ear Grommets  
 Eczema  
 Epilepsy - where you only take one (1) anticonvulsant medication and you have not had a seizure in the last 12 months  
 Folate Deficiency  
 Food Intolerance  
 Gastric Reflux  
 Glaucoma  
 Hay Fever  
 Impaired Glucose Tolerance  
 Incontinence  
 Insulin Resistance  
 Iron Deficiency Anaemia  
 Latex Allergy  
 Macular Degeneration  
 Menopause  
 Nocturnal Cramps  
 Pernicious Anaemia  
 Pregnancy up to 18 weeks gestation from the date the trip ends, where no complications exist relating to this pregnancy, it is not a multiple pregnancy, and the pregnancy is not the result of assisted reproductive programmes. Cover is only provided for serious complications of pregnancy that could not reasonably have been predicted to occur by a healthcare practitioner in possession of the insured person's current and prior medical history. A serious complication is one likely to pose a threat to the life of the mother. Expectant mothers should consider whether they travel under this policy, as no cover is provided for childbirth or the health of a newborn child, irrespective of the stage of pregnancy at which the child is born  
 Psoriasis  
 Raynaud's Disease  
 Trigger Finger  
 Urticaria  
 Vitamin B12 Deficiency

There is no cover for any medical conditions that you were aware of, or arising from signs or symptoms that you were aware of when your policy was issued, and for which at that time:

1. you had not yet sought a medical opinion regarding the cause;
2. you were currently under investigation to define a diagnosis; or
3. you were waiting specialist opinion

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

### Dangerous Activities

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

### Working Overseas

Our travel insurance allows you to carry out non-manual, non-hazardous work whilst overseas although there is no cover for personal liability whilst

working. There is no cover for claims related to any snow sports activity if such activity results in payment or payment in kind for the insured. If you are unsure as to what would be considered non-manual, non-hazardous work, please contact us. Please refer to General Exclusion 33.

### Sports/Leisure Activities

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

Abseiling (see note 1 below), Angling, Archery, Athletics, Aussie Rules, Badminton, Bamboo Rafting, Banana Boating, Baseball, Basketball (not collegiate), Beach Volleyball, BMX riding (no stunts/obstacles), Boardsailing/Windsurfing, Bowling, Bowls, Bridge Swinging, Bungee Jumping (to a maximum of two per person, per trip), Bushwalking, Camel Riding, Canoeing, Canyoning (see note 1 below), Catamaran Sailing (within territorial waters), Clay Pigeon Shooting, Cricket, Cross Country Running, Curling, Cycling, Deep Sea Fishing, Dinghy Sailing, Dog Sledding, Dragon Boat Racing (including international competition), Dry Slope Skiing/Boarding, Elephant Trekking/Riding, Fell Running, Fell Walking, Fencing, Fishing, Fives, Floorball, Go-Karting, Golf, Gymnastics, Handball, Hockey, Horse Riding (excluding racing, jumping or competing) Hot Air Ballooning (see note 1 below), Hurling, Ice Skating excluding Speed Skating, Inline Skating, Jet Boating (see note 1 below), Jet Skiing (see note 1 below), Jogging, Kayaking (up to grade 3 rivers), Kendo, Lacrosse, Martial Arts not involving intentional bodily contact, Motor Cycling (refer to general exclusions 24 and 25), Mountain Biking (recreational only. No cover for competitive or non-competitive downhill mountain biking), Netball, Orienteering, Outrigging, Overland Trips, Paintballing (see note 1 below), Parachute Jumping - static line - (see note 1 below), Paragliding (see note 1 below), Parapenting (see note 1 below), Parasailing (see note 1 below), Parascending (see note 1 below), Pistol Shooting, Pony Trekking, Quad Biking (see note 1 below), Racketball, Rackets, Rambling, Rap Jumping (see note 1 below), Reenacting (excludes use of live ammunition), Rifle Shooting, Ringos, Roller Blading, Roller Hockey, Rounders, Rowing, Running, Safari trekking (see note 1 below), Sail Boarding, Sailing/Yachting - recreational within territorial waters, Sand Dune surfing/skiing, Scrambling, Scuba Diving (up to 10m depth - please refer to general exclusions), Sea Canoeing, Sea Kayaking, Shark Diving - in cage - (see note 1 below), Shinty, Shooting, Skate Boarding, Sky Diving - Tandem (see note 1 below), Snorkeling, Snow Sports Activities (see below), Softball, Squash, Street Hockey, Summer Tobogganing, Surfing, Swimming, Table Tennis, Tennis, Tobogganing, Touch Football, Tramping, Trampolining, Trekking (up to 4,000m

- without ropes, picks or other specialist climbing equipment - see note 2 below); Triathlon (up to and including Olympic distance), Tug-of-War, Via Ferrata (using established routes and fixed apparatus), Volleyball, Wakeboarding, Walking, War Games, Water Polo, Water Skiing, White Water Canoeing/Rafting (up to and including Grade 4), Windsurfing, Zorbing.

However your participation in any activity not shown above is specifically excluded.

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

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

The following Snow Sports activities are covered, subject to you having entered the dates that you plan to participate in snow sports and these dates are shown in your certificate of insurance: Skiing – snow (On Piste); Snowboarding (On Piste).

Annual multi trip travel insurance policies include 23 days snow sports cover (on piste only). There is no requirement to enter the dates that you plan to participate in snow sports.

### Travel Advice

The Australian Government website [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) provides detailed travel advice about all worldwide destinations. It is important that you refer to this as the policy may exclude cover if you travel to a destination where the Government is advising "Do not travel".

### One-Way Travel

One way travel is defined as any trip which there is no expected date of return to Australia and/or there is no return ticket booked. You will be required to nominate your final destination, which will be used as the destination for any medical repatriation or curtailment.

In respect of one way travel, cover ceases on the nominated expiry date shown on your certificate of insurance.

### Extending Your Policy

Sometimes you decide that you want to stay overseas longer than you had originally intended when you bought your travel insurance. You can normally extend your policy whilst you are overseas up to a maximum period of 12 months in total from the date cover first started. When you apply for an extension via your online account, you will be asked some questions relating to your health and your duty of disclosure. Your answers to these questions will be used to enable us to decide whether your policy can be extended, and the premium which may be charged. Should a medical condition first present itself prior to the time of issue of the extension it may be considered an existing medical condition and therefore may not be covered by the extension. Taking out a longer duration policy up front can avoid this risk. If your policy has expired then we may be able to provide cover but you would need to apply for a new policy.

### Automatic Extension Of Cover

If you have not completed your travel before the expiry date of the insurance for reasons which are beyond your control, this insurance will remain in force until completion not exceeding a further 21 days without additional premium. In the event of you being hijacked cover shall continue whilst you

are subject to the control of the person(s) or their associates making the hijack and during travel direct to your domicile and/or original destination for a period not exceeding twelve months from the date of the hijack.

#### Automatic Reinstatement Of Sums Insured

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

#### Period Of Insurance

Except as stated below, cover for each separate trip under this insurance starts when you leave your home or place of business in your normal country of residence at the start of your trip, and finishes immediately when you return to your home or place of business in your normal country of residence for any reason, or on the nominated expiry date shown on your travel insurance certificate, whichever is the sooner. For Cancellation only (Section 1), cover starts from the date shown on your certificate of insurance or the date you book your trip, whichever is the later. Personal Money (Section 6) will be covered from the time of collection from the Bank, 72 hours prior to departure or issue of this policy, whichever is the later.

If you have paid the appropriate Annual Multi Trip travel insurance premium the overall period of insurance shall be for 12 months starting from the date shown on your certificate. This insurance then covers an unlimited number of business/leisure trips starting within that period, provided that no single trip is longer than the period stated on your certificate. However, snow sports are covered up to 23 days in total.

Except as stated elsewhere, cover for each separate trip under this insurance starts when you leave your home or place of business in Australia at the start of your trip, and finishes immediately when you return to your home or place of business in Australia for any reason. If you have paid the appropriate Annual Multi Trip travel insurance premium, trips wholly within Australia are insured if they include at least one overnight stay and a minimum distance of 250kms from your place of residence.

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

#### Currency Conversion

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

#### Limits Of Cover

Our total liability is limited to the amounts shown in the Schedule of Cover on page 4.

#### Schedule Of Cover – Benefits are per person.

SECTION	BENEFIT	PREMIER PLUS	
1	Cancellation fees, lost deposits & curtailment	\$20,000	
2	Overseas medical expenses	\$Unlimited	
	including emergency repatriation/evacuation		
	including relative's additional expenses	emergency dental treatment	\$750
3	Personal liability	\$5,000 000	
4	Missed departure/connection	\$750	
5	Baggage & personal effects	\$5,000	
		total limit for valuables - see below*	\$500
		maximum per item, pair or set	\$500
		emergency purchases	\$250
6	Personal money, travel tickets & passport	\$750	
		cash	\$150
		loss of passport	\$250
7	Legal advice & expenses	\$10,000	
8	Travel delay (\$ after 12 hour delay/ \$ each subsequent and complete 12 hour period/maximum payable)	\$50/\$25/\$250	
	Abandonment of trip	\$5,000	
9	Accidental death / Disability benefit	\$10,000	
10	Hospital cash allowance (per day)	\$1,000 (\$50)	
11	Hijack benefit (per day)	\$5,000 (\$75)	
12	Car rental excess waiver	\$1,500	

**Please note:** All benefits and premiums are in Australian dollars.  
\*This limit is increased to \$1,000 in respect of each camera, video camera, laptop, notebook or handheld computer.

#### PART 2 - POLICY WORDING

Provided you have paid the appropriate premium as shown in your travel insurance certificate, you are covered in accordance with the full wording shown herein up to the limits indicated in the Schedule of Cover. The limits apply per person. The excesses apply for each person and each section of each claim.

#### Definitions

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

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

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

**Breakdown** (for the purpose of Section 4) means that the vehicle in which you are travelling stops as

a result of mechanical or electrical failure due to any cause other than lack of fuel, oil or water.

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

**Curtailment** means cutting your planned journey short by early return to your normal country of residence, admission to an overseas hospital as an in-patient or prevention of further travel so that you lose the benefit of your pre-paid accommodation.

**Excess** (except section 13) means the first part of each claim that you will be responsible for, that will be deducted from any settlement amount due to you.

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

**Left Behind** means not taken by the insured person when vacating or leaving any hotel accommodation, transportation, restaurant, cafe, bar or any other public place.

**Manifest, or Manifestation** means the date when a Sickness or Disease is reasonably capable of diagnosis by a health care practitioner.

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

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

**Off-piste** means areas that are not:

- a. groomed terrain
- b. marked slopes, or
- c. trails that are open, maintained, monitored and patrolled by the ski resort.

**Personal Effects** means personal belongings, including clothing worn and personal baggage owned by you that you take with you on your trip.

**Personal Money** means cash (banknotes and coins), Travellers' Cheques, Postal Orders, travel tickets and accommodation vouchers carried by you for your personal use.

**Pre-existing Medical Condition** means any dental or medical condition, defect or disease suffered by you, your travelling companion, any close relative or any other person:

1. for which advice or treatment (including prescribed medication), or investigation has been received or prescribed in the twelve (12) months prior to the issue of this policy;
2. of which you are aware or could reasonably be expected to be aware at the time of applying for insurance; and/or
3. is of a recurring or an ongoing nature or any complication directly attributable to the condition.
4. for which, prior to the time of the policy being issued:
  - a. you have not yet sought a medical opinion regarding the cause; or
  - b. you are currently under investigation to define a diagnosis; or
  - c. you are awaiting specialist opinion.

Notwithstanding the above, there are certain Pre-existing Medical Conditions that we are able to cover automatically and which are shown on page 2 and 3 of this PDS/Policy Wording.

**Public Place** means any place to which the public has access, except:

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

**Public Transport** means any aircraft, ship, train, coach on similar mode of transport on which you are booked to travel.

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

**Relative** means any of the following who is under 85 years and is resident in Australia or New Zealand: husband or wife (or de facto partner with whom you are living permanently at the same address), parent, grandparent, parent-in-

law, brother, sister, son, daughter, step-parent, step-son, step-daughter, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or fiancé(e).

**Trip** means any holiday/leisure trip or business trip for which you have paid the appropriate premium.

**Travel Carrier** means any airline, cruise or ferry company, railway or coach company licensed for passenger carriage.

**Unattended** means leaving your baggage either with a person you have not previously met or, in a public place where it can be taken without your knowledge, outside your immediate control and supervision, or at a distance from which you cannot prevent it from being taken.

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

**We, Us and Our** means the Insurers.

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

## 1 Cancellation Fees, Lost Deposits And Curtailment

**We will cover you** up to the amount shown in the Schedule of Cover in the event your trip is necessarily and unavoidably cancelled prior to departure or curtailed before completion because of any of the following events first occurring during the period of insurance:

- a. the accidental serious injury, serious illness or death of you, your relative, your travelling companion, your business colleague or person with whom you intend to stay at the trip destination.
- b. medical complications related to a pregnancy, as certified by your Doctor, where the expected birth is more than 22 weeks after you are booked to return home.
- c. pregnancy that is confirmed during the period of insurance, where the expected birth is less than 22 weeks after you are booked to return home.
- d. your receipt of a summons for jury service, being subpoenaed as a court witness or being placed in compulsory quarantine.
- e. your unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.
- f. your redundancy, provided that you are entitled to payment under the current redundancy payments legislation and that at the time of booking your trip you had no reason to believe that you would be made redundant.
- g. your presence being required to make your property safe and secure following fire, flood or burglary that causes serious damage to your home occurring within 48 hours of departure, or whilst you are away.
- h. a Government regulation following an epidemic or natural disaster that stops you from travelling.
- i. a Level 4 warning ("do not travel") issued by the Australian government on the [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) website advising

against travel to or through a country which forms a major part of your itinerary or prevention of access by the Government of the country in question. Such advice against travel must be first issued after the date that you booked your trip or purchased your policy from us, whichever is the latter and still be in place 14 days prior to your scheduled travel to the country in question for this section to respond.

### For cancellation pre-departure:

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

### For curtailment post-departure:

You are covered in respect of reasonable additional costs for travel and accommodation, a proportionate refund of unused and irrecoverable travel bookings and the original value of unused airfares which cannot be used excluding airfares for an Insured Person to return to their normal country of residence in the event you necessarily curtail your trip due to any of the abovenoted reasons.

### We will not cover you for

- a. any claim which is excluded under the General Exclusions applicable to this policy.
- b. any expenses that would normally have been incurred during your trip.
- c. the first \$200 of each and every claim (the Excess).
- d. any claim arising out of pregnancy where you are travelling against your doctor's advice and/or if expecting to give birth within 22 weeks of completing your trip and/or pregnancy up to 18 weeks gestation at the date the trip ends, where complications exist relating to this pregnancy, it is a multiple pregnancy and/or the pregnancy is the result of assisted reproductive programmes. There is no cover for childbirth at any time; for regular antenatal care or for the care of a newborn child.
- e. any claim which results from any condition or circumstance known to you at the time of applying for insurance where this condition or circumstance could reasonably be expected to result in the cancellation or curtailment of your trip.
- f. any cost incurred in respect of visas required in connection with the trip. The provision, loss or subsequent replacement of visas or passports, other than as specifically included under Section 6 hereunder.
- g. pre-travel inoculations.
- h. delays or rescheduling by a bus line, airline, shipping line or rail authority.
- i. your disinclination to travel or your loss of enjoyment.

### Conditions

1. Frequent flyer or similar flight reward programmes – claims for points lost due to the cancellation of your airline ticket will be reimbursed based on the nominated cash value for those points given by the reward programme operator.

We will not provide cover if the loss of such points or their value can be recovered from any other source.

2. It is a requirement of this Insurance that if you
- become aware of any circumstances which make it necessary for you to cancel your trip prior to departure, you must advise your travel providers in writing within 48 hours. The maximum amount we will pay will be limited to the applicable cancellation charges at that time.
  - wish to return home differently to your original plans and claim any additional costs under this insurance, you must contact our nominated emergency service and obtain their agreement to the new arrangements. Failure to do so may affect the assessment of your claim.

*Please note: Once a claim is made under section 1 – your travel insurance policy becomes invalid, and another travel insurance policy will need to be purchased for a new trip.*

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

## 2 Overseas Medical Expenses

**We will cover you** up to the amount shown in the Schedule of Cover for necessary and reasonable costs incurred as a result of your bodily injury, illness or death during your trip in respect of:-

- emergency medical, surgical and hospital treatment and transportation. At the sole discretion of the Insurer, who reserves the right to make the final decision as to whether or not it is medically necessary, this also includes the cost of repatriation to your normal country of residence, by whatever means deemed medically necessary. You are also covered for the cost of overseas emergency dental treatment up to the amount shown in the Schedule of Cover following an infection or broken tooth and which the treating dentist certifies in writing is solely required for the immediate relief of sudden and acute onset of pain to healthy, natural teeth. A natural tooth is one that is whole or properly restored (with fillings only).
- additional travel and accommodation expenses (to a level comparable with your pre-booked travel and accommodation) to enable you to return home if you are unable to continue your trip as originally planned and where your return home is certified by a doctor to be strictly necessary on medical grounds.
- additional travel and accommodation expenses (to a level comparable with your pre-booked travel and accommodation) for:
  - a travelling companion to stay with you and accompany you home where their presence is certified by a doctor to be strictly necessary on medical grounds; or
  - a relative or friend to travel from your normal country of residence to stay with you and accompany you home where their presence is certified by a doctor to be strictly necessary on medical grounds.
- returning your remains to your home or a funeral in the country where you died, up to the equivalent cost of returning your remains to your normal country of residence.

### **We will not cover you for**

- any claim which is excluded under the General Exclusions applicable to this policy.
- the first \$200 of each and every claim (the Excess).

- any claim arising out of pregnancy where you are travelling against your doctor's advice and/or if expecting to give birth within 22 weeks of completing your trip and/or pregnancy up to 18 weeks gestation at the date the trip ends, where complications exist relating to this pregnancy, it is a multiple pregnancy and/or the pregnancy is the result of assisted reproductive programmes. There is no cover for childbirth at any time; for regular antenatal care or for the care of a newborn child.
- any treatment or surgery
  - which is not immediately necessary and can wait until you return home.
  - which in the opinion of our nominated emergency service is considered to be cosmetic, experimental, preventive or elective.
  - carried out in your normal country of residence or more than 12 months from the date of the accident or commencement of illness.
  - which is not obtained within the terms of any reciprocal health agreements, wherever such agreements exist.
- exploratory tests unless they are normally conducted as a direct result of the condition which required referral to medical facilities.
- claims related to manual and/or hazardous labour unless declared to and accepted by us. Claims arising directly or indirectly from, or in any way connected with, you engaging in manual work in conjunction with any profession, business or trade during your trip. For the purposes of this exclusion, manual work includes: the use of plant, machinery, power tools; work in the building trades, security, professional sports, emergency services, extracting, manufacturing, forestry, or any work at a height greater than two metres, working at sea or as aircrew, unless declared to and accepted by us.
- the additional cost of accommodation in a single or private room, unless it is medically necessary or there is no alternative.
- the continued treatment, investigation or medication of a condition that existed or was being treated prior to departure.
- the costs of replacing or repairing false teeth, crowns and bridges or dental work involving the use of precious metals.
- additional accommodation expenses where you claim under Section 1 for forfeited accommodation in the corresponding period due to the injury/illness giving rise to your claim.
- treatment after 2 weeks following your first consultation by a chiropractor, physiotherapist or dentist unless approved by our nominated emergency service.

### **Conditions**

- If you are admitted to hospital and you are likely to remain in hospital for more than 24 hours, you must contact our nominated emergency service immediately. If you do not, this could mean we will provide no cover or we could reduce the amount we pay for medical expenses. If you receive medical treatment overseas and costs are likely to exceed A\$1,000, or the equivalent in local currency, you must notify our nominated emergency service.
- If you have to return to your normal country of residence under section 1 (Cancellation and Curtailment), or section 2 (Emergency Overseas Medical Expenses) our nominated emergency service must authorise this. If they do not, this

could mean that we will not provide cover or we may reduce the amount we pay for your return home.

- Wherever possible you must use medical facilities that entitle you to the benefits of any reciprocal health agreements.
- We reserve the right to repatriate you to your normal country of residence when, in the opinion of the doctor in attendance and our medical advisers, you are fit to travel.

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

## 3 Personal Liability

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

- accidental bodily injury to someone else, and/or
- accidental loss or damage to someone else's property, including your temporary holiday accommodation and its contents.

### **We will not cover you for**

- any claim which is excluded under the General Exclusions applicable to this policy.
- the first \$200 of each and every claim (the Excess).
- any liability arising from loss or damage to property that is
  - owned by you or a member of your family or your travelling companion/s, or
  - in your care, custody or control, other than your temporary holiday accommodation and its contents, not owned by you or a member of your family or your travelling companion/s.
- any liability for bodily injury, loss or damage
  - to your employees or members of your family or household or your travelling companion/s or to their property.
  - arising out of or in connection with your trade, profession or business, or assumed under contract.
  - arising out of the ownership, possession, use or occupation of land or buildings other than temporary holiday accommodation.
  - arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
  - arising out of your criminal, malicious or deliberate acts.
  - arising out of dangerous sports or pastimes including contact sports unless declared to and accepted by Us.

### **Conditions**

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

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

#### 4 Missed Departure/Connection

**We will cover you** up to the amount shown in the Schedule of Cover for necessary additional accommodation and travel expenses that you incur in reaching your destination if you arrive at any departure point shown on your pre-booked itinerary too late to board the public transport on which you are booked to travel as a result of:

- a. the failure of public transport, or
- b. a road traffic accident or vehicle breakdown delaying the vehicle in which you are travelling.

#### **We will not cover you for**

- a. any claim which is excluded under the General Exclusions applicable to this policy.
- b. the first \$50 of each and every claim (the Excess).
- c. a claim caused by an event, occurrence or strike if it had started or been announced before you arranged this insurance or booked your trip, whichever is the latter.
- d. under this section if you have also claimed under Section 8 from the same cause.
- e. any claim for more than the cost of the original booked trip.

#### **Conditions**

It is a condition of this insurance that you must:

- a. plan to arrive at your departure point in advance of the carrier's earliest scheduled check-in time and provide a written report from the carrier, Police or relevant transport authority confirming the delay and stating its cause.
- b. obtain a report from repairers if your claim is because of breakdown or accident to your car.

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

#### 5 Baggage and Personal Effects

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

- a. your Personal Effects.
- b. your Valuables.

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

#### **We will not cover you for**

- a. any claim which is excluded under the General Exclusions applicable to this policy.
- b. the first \$200 of each and every claim (the Excess) except for Emergency Purchases claims.
- c. more than the amount shown in the Schedule of Cover for any one item, pair or set in respect of Personal Effects and Valuables. A pair or related set of items is considered one individual item. Examples of individual items include, but are not limited to:
  - i. a camera, lenses (attached or not), tripod and accessories;

- ii. a phone and cover
- iii. a laptop and case
- iv. a matching pair of earrings.
- d. any additional value an item may have had because it formed part of a pair or set.
- e. breakage of fragile articles unless caused by fire or by an accident to the aircraft, ship or vehicle in which they are being carried.
- f. any claim for loss, theft or damage to Valuables which have been checked-in and/or transported in the cargo hold of any aircraft, ship, bus, ferry, train or similar transport.
- g. loss or theft of or damage to
  - i. household goods, bicycles, musical instruments, waterborne craft and their fittings of any kind.
  - ii. motor vehicles, trailers or caravans or any fixtures, fittings or accessories therein or thereon.
  - iii. watersports and snow sport equipment.
  - iv. contact or corneal lenses, dentures and hearing aids.
  - v. business or professional goods, equipment and samples.
  - vi. property hired or loaned to you.
  - vii. Personal Effects, Valuables or baggage in transit unless reported to the carrier immediately and a written Property Irregularity Report is obtained.
  - viii. Personal Effects sent by post, freight or any other form of unaccompanied transit.
  - ix. sports clothes and equipment whilst in use.
  - x. property caused by moth or vermin, atmospheric or weather conditions or by gradual wear and tear in normal use.
- h. damage caused by any process of cleaning, repair, restoration or alteration.
- i. damage caused by leakage of powder or fluid from containers carried in your baggage.
- j. mechanical or electrical breakdown or derangement.
- k. more than \$100 in respect of non-prescription sunglasses unless substantiated by the original purchase receipt predating the loss.
- l. any GST liability or any fine, charge or penalty for which you are liable because of a failure to fully disclose your input tax credit entitlement to us.

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

#### 6 Personal Money And Loss Of Passport

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

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

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

#### **We will not cover you for**

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

- c. more than the amount shown in the Schedule of Cover in respect of all cash carried by you whoever it may belong to.
- d. any loss resulting from shortages due to error, omission or depreciation in value.

#### **Special exclusions applicable to Sections 5 and 6**

#### **We will not cover you for**

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

#### **Special conditions applicable to Sections 5 and 6**

It is a requirement of this insurance that:

- a. in the event of a claim, you must retain any damaged items for our inspection, and provide receipts or other documentation to prove ownership and value, especially in respect of Valuables and any item for which you are claiming more than \$250. Where this is not done our maximum liability in respect of all Valuables and / or items valued more than \$250, will be limited to \$250 in total.
- b. you take care of your property at all times and take all practical steps to recover any item lost or stolen. Failure to exercise all reasonable care may result in your claim being reduced or declined.

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

#### 7 Legal Advice And Expenses

**We will cover you (or your Estate)** up to the amount shown in the Schedule of Cover for legal fees and expenses incurred with your solicitor in pursuit of a claim for compensation or damages from a third party who causes your death or bodily injury or illness during your trip.

#### **We will not cover you for**

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

- c. any costs and expenses:
- i. to pursue a claim against any member of your family or travelling companion/s.
  - ii. incurred without prior written permission from the claims handlers.
  - iii. which are to be based directly or indirectly on the amount of any award.
  - iv. to pursue a claim as part of or on behalf of a group or organisation.
  - v. if we think an action is unlikely to succeed or if we think the costs will be greater than any award.
  - vi. to pursue a claim against your tour operator, travel agent, Us or our agents.
  - vii. to pursue legal action relating directly or indirectly to medical negligence or any allegation thereof.

#### Conditions

- a. we will have complete control over the appointment of any solicitor(s) acting on your behalf and of any legal proceedings.
- b. we will be entitled to repayment of any amounts paid under this section in the event that you are awarded legal costs as part of any judgement or settlement.
- c. we will be entitled to add any amounts we have paid under this insurance to the claim against the third party and to recover such amounts from any compensation awarded to you.

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

### 8 Travel Delay And Abandonment Of Trip

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

However, if your departure is delayed for more than 36 hours and you choose to abandon your trip in its entirety, you are covered for the irrecoverable cost of the trip, up to the maximum claimable under the Abandonment of Trip Sub-Limit.

#### We will not cover you for

- a. any claim which is excluded under the General Exclusions applicable to this policy.
- b. the first \$200 of each and every claim for Abandonment (the Excess).
- c. for a claim caused by an event, occurrence or strike if it had started or been announced before you arranged this insurance or booked your trip, whichever is the latter.
- d. if you fail to check-in on time.
- e. if transport services are withdrawn as the result of a recommendation or instruction from a Government Authority.
- f. to claim under this section if you have also claimed under section 4 from the same cause.

#### Conditions

- a. You must provide a written report from the carrier, Police or relevant transport authority confirming the delay and stating its cause.

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

### 9 Accidental Death / Disability Benefit

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

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

If your claim is as a result of your participation in any sport / leisure activity shown in the list of sport/leisure activities on page 3 or an activity which has been specifically agreed in writing, the maximum amount payable is \$5,000 per insured.

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

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

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

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

#### We will not cover you for

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

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

### 10 Hospital Cash Allowance

**We will cover you** for the amount shown in the Schedule of Cover for each complete 24 hour period spent receiving in-patient hospital treatment in a country outside your normal country of residence. This benefit is only available where your claim has been accepted under section 2 (Medical and other expenses) of this policy.

#### We will not cover you for

- a. any claim which is excluded under the General Exclusions applicable to this policy.

- b. any claim which is excluded under the Exclusions applicable to section 2 or where you have not complied with relevant policy conditions.

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

### 11 Hijack Benefit

**We will cover you** up to the amount shown in the Schedule of Cover for each full 24-hour period that the public transport in which you are travelling is hijacked on the original pre-booked outward or return journey for a period in excess of 24 hours.

#### We will not cover you for

- a. any claim which is excluded under the General Exclusions applicable to this policy.
- b. any claim resulting from you acting in a way which could cause a claim under this section.

#### Special condition

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

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

### 12 Car Rental Excess Waiver

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

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

#### We will not cover you for

- a. any claim which is excluded under the General Exclusions applicable to this policy.
- b. accidental or malicious damage caused by a third party whilst the vehicle is stationary.
- c. any claim arising directly or indirectly from you operating a rental car in violation of the rental agreement or whilst affected by alcohol or any other drug with the exception of medically prescribed drugs used in accordance with dosage and directions provided to you by your medical practitioner.
- d. any claim arising directly or indirectly from wear, tear, gradual deterioration, insects and vermin, willful damage by you or latent defect/damage.
- e. any claim resulting from your use of the car without an appropriate licence.
- f. any claims arising directly or indirectly from you hiring a motorcycle, scooter, motor home or camper van.
- g. any claims arising solely from damage to windows, windscreen or tyres.

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



## General Exclusions

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

1. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. loss, damage or expense incurred as a result of travelling to an area that the Australian government has advised "do not travel" on [www.smartraveller.gov.au](http://www.smartraveller.gov.au)
3. loss, damage, expense or indemnity directly or indirectly resulting from or attributable to the use, or threat of use, of any pathogenic or poisonous chemical biological, bio-chemical materials, nuclear reaction, radiation or radioactive contamination, or any weapon or device employing atomic or nuclear fission or fusion of any nature.
4. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other flying objects travelling at sonic or supersonic speeds.
5. any loss, damage, expense, indemnity or benefit under any section other than sections 2, 9, & 10 that is contributed to or caused by the failure (or fear of failure) of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date or to continue to function correctly beyond that date.
6. you travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
7. suicide or attempted suicide, intentional self injury or putting yourself in danger (except in an attempt to save human life).
8. you sitting on any balcony railing; jumping from or climbing on or over any balcony, railing, ledge, wall, cliff or bridge, regardless of its height.
9. mental illness as defined by DSM-IV including but not limited to dementia, depression, anxiety, stress or other nervous condition; behavioural diagnoses such as autism; eating disorders; a drug or alcohol addiction.
10. sexually transmitted diseases.
11. being affected by alcohol or any other drug with the exception of medically prescribed drugs used in accordance with dosage and directions provided to you by your medical practitioner.
12. your participation in any sport not shown in the list of sport/leisure activities on page 3 without the prior agreement of Insurer, or, as a professional sportsperson (i.e. where you the insured receives any form of remuneration for your participation in sport by way of wages, endorsements, sponsorship or prize monies). Competing as a representative at state or national level competition may only be included after declaration to and acceptance by Insurer. You are deemed to be competing as a representative at state or national level competition if you are participating as an athlete in a competition as a member of an official State or Australian team, endorsed by the relevant Australian Sports Commission (ASC) recognised national sporting organisation (NSO), or a School Sport Australia member body. You are also not covered for your participation in any sports shown in the list of sport/leisure activities on page 3 if you have not taken out Travel Insuranz policy for the full duration of your trip.
13. snow sports, other than curling, tobogganing and recreational ice-skating, unless you have entered the dates when you plan to participate in snow sports and these dates are shown on your Certificate of Insurance. At no time, however, is cover granted for off-piste snow sports activities, ski, snowboard, snow blade or skibob racing in competitive major events, ski jumping, ice-hockey or the use of skeletons or bobsleighs.
14. scuba diving if you are
  - i. not qualified for the dive undertaken or accompanied by a properly qualified instructor, or
  - ii. diving to a greater depth than 10 metres
  - iii. diving alone
  - iv. diving on or in wrecks or cave or ice diving.
15. racing of any kind (other than on foot), unless the activity is specifically included in the "Sports/Leisure activities" section shown on page 3.
16. competitive and non-competitive mountain biking over jumps or downhill.
17. taking part in civil commotions or riots of any kind.
18. any consequential loss of any kind, except as may be specifically provided for in this insurance.
19. breaking or failing to comply with any law whatsoever.
20. any financial incapacity or undertaking, whether directly or indirectly related to the claim.
21. the bankruptcy, negligence, default or insolvency of a tour operator, travel agent, transport company or accommodation supplier other than as specifically included hereunder.
22. a tour operator failing to supply advertised facilities.
23. you breaking or failing to comply with any Government regulation or Act.
24. Pre Existing Medical Conditions of you, your travelling companion/s, any close relative or any other person or where you or your travelling companions are travelling against medical advice.
25. being in control of a Motorcycle without a current Australian motorcycle licence, or you are a passenger travelling on a Motorcycle that is in the control of a person who does not hold a current motorcycle licence valid for the country you are travelling in.
26. being in control of a Moped or Scooter without a current Australian motorcycle or drivers licence, or you are a passenger travelling on a Moped or Scooter that is in the control of a person who does not hold a current motorcycle or drivers licence valid for the country you are travelling in.
27. using a vehicle that is not primarily designed for on-road use, such as, but not limited to all-terrain vehicles and quad bikes. (Cover for riding a quad bike is included if provided by a licenced commercial operator).
28. an event that occurs in a country/geographical area for which you have not purchased insurance via Us.
29. circumstances manifesting themselves between the date of booking your trip and the date when you apply for insurance.
30. Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) or AIDS Related Complex (ARC).
31. errors or omissions in your booking arrangements, your failure to obtain appropriate passports and/or visas and/or prevention of access by the government of a country into which you wish to enter.
32. where you are planning to be in the United States of America for more than 364 days.
33. if your claim arises directly or indirectly from, or is in any way connected with, you engaging in manual work in conjunction with any profession, business or trade during your trip. For the purposes of this exclusion, manual work includes: the use of plant, machinery, power tools; or work in the building trades, security, professional sports, emergency services, extracting, manufacturing, forestry, or any work at a height greater than two metres or working at sea or as aircrew.
34. losses occurring within 48 hours of the policy commencement date if you have purchased your insurance from outside of Australia.
35. not observing all safety warnings and advice about adverse weather and terrain conditions.
36. you not doing everything you can to reduce your loss as much as possible.
37. the cost of medication in use at the time the trip began or the cost for maintaining a course of treatment you were on prior to the start of the trip.
38. or involving a benefit, loss, cost or expense to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance including, but not limited to, any sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") or any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## General Conditions

1. Under your Duty of Disclosure you must tell us as soon as possible about any change in risk which affects your policy, including you, a person you are travelling with, a close business associate or relative receiving confirmation of a new or changed medical condition or currently being under medical investigation, change in sporting activity or leisure activities you intend to participate in during your trip or any additional person(s) to be insured under this policy. We have the right to re-assess your coverage, policy terms and/or premium after you have advised us of any material fact. If you do not advise us of any change then any related claim may be reduced or rejected or your policy may become invalid.
2. You must tell us if your plans for your trip include travel to areas affected or threatened by war or similar risks as set out in General Exclusion 1. We reserve the right not to cover such risks or, if we will cover them, to apply special terms or conditions and/or charge an additional premium as we think appropriate. No cover for such risks shall attach unless you accept such terms, including any additional premium, before you depart.
3. You must advise the claims handlers of any possible claim within 31 days of your return home. You must supply them with full details of all the circumstances and any other information and documents we may require.
4. You must keep any damaged articles that you wish to claim for and, if requested, send them to the claims handlers at your own expense. If we pay a claim for the full value of an article, it will become our property.
5. You must agree to have medical examination(s) if required. In the event of your death, we are entitled to have a post mortem examination. All such examinations will be at our expense.
6. You must assist us to obtain or pursue a recovery or contribution from any third party or other insurers by providing all necessary details and by completing any forms.
7. You must pay us back within 1 month of demand any amounts that we have paid on your behalf that are not covered by this insurance.
8. We, or third parties acting on our behalf such as Customer Assist, may be required to incur expenses in responding to a notification by you, your travelling companion or treating hospital of a Claim under Section 2 Overseas Medical Expenses and Assistance. The expenses may include, but are not limited to, medical and hospital expenses, ambulance costs, evacuation, repatriation and other transport costs. These expenses may be incurred in an emergency or in time critical circumstances where we have not, at that point, had the opportunity to determine indemnity or cover under this travel insurance. In such circumstances, we may require you, or someone on your behalf, to enter into a guarantee, guaranteeing the repayment to any expenses that we later determine are not covered by this travel insurance. Where we subsequently determine that your claim is not

covered by this travel insurance, we can rely on the guarantee to secure repayment to us of the total value of the expenses incurred and not covered, and such repayment will be payable within 1 month of demand.

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

### What To Do In A Medical Emergency

The Emergency Service is available 24 hours a day, 365 days a year for assistance with Medical Emergencies Only. Please note that this is not for casual enquires.

You must notify Customer Assist immediately of any serious illness or injury whilst abroad which necessitates admittance to a hospital as an in-patient, or before any arrangements are made for repatriation. A travelling companion may do this for you although most hospitals have a set procedure in place.

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

This Insurance does not cover treatment or surgery which in the opinion of the Insurers and/or their representatives is not essential or can reasonably be delayed until you return to your normal country of residence.

We may also require you or someone on your behalf to enter into a guarantee for repayment of costs and expenses that we, or Customer Assist, have paid on your behalf that are not covered by this insurance. Please also refer to the General Conditions of this policy.

Failure to notify Customer Assist in accordance with the terms stated above may result in the amount payable under your claim being reduced.

Please have the following information available when calling the Emergency Service:

- your travel insurance certificate number
- dates of outward and inward travel
- details of the problem including the name and address of patient and nature of illness/accident
- name and telephone number of hospital and attending doctor
- details of usual doctor/general practitioner.

### For emergency assistance contact:

Tel: +61 (0) 2 8907 5953

Fax: +61 (0) 2 9954 6250

Email: [assist@medicalassistance.com.au](mailto:assist@medicalassistance.com.au)

### How To Make A Claim

Any occurrence or loss, which may give rise to a claim, should be advised during normal office hours 09:00 to 17:00 Mon-Fri Australian Eastern Standard Time, and a claim form obtained from Gallagher Bassett (the appointed claims handlers), whose details are shown below. When requesting a claim form, provide your name, address, telephone number, policy reference number and a brief description as to the nature of the claim.

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

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

**Important:** Any loss or damage to baggage whilst in the custody of travel carriers (airline, bus company etc.) must be notified immediately in writing to such carriers, but in any event within three days, and a Property Irregularity Report (PIR) obtained. Any loss of money or personal baggage must be reported to the police within 24 hours of discovery and a written report obtained. Proof of ownership of personal belongings, if requested, must be supplied.

### Claims enquiries only

Gallagher Bassett Services  
Travel Insuranz Claims Dept.,  
GPO Box 14, Brisbane,  
Queensland 4001, Australia  
Tel: +61 7 3005 1613  
Fax: +61 7 3005 1705  
Email: [brisclaims@gbtpa.com.au](mailto:brisclaims@gbtpa.com.au)

Claim forms are also available via  
[www.travelinsuranz.com.au](http://www.travelinsuranz.com.au)

## For All Other General Enquiries

If you have any other enquiries, contact:

### Travel Insuranz

Level 19, AMP Place, 10 Eagle Street,  
Brisbane, Queensland, 4000 Australia,  
Tel: +61 7 3303 8440

Email: [travel@travelinsuranz.com.au](mailto:travel@travelinsuranz.com.au)

Please do not send claims forms to this address.

## Service Of Suit Clause

The Insurer hereon agrees that in the event of a dispute arising under this Insurance, the Insurer at the request of the Insured Person 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.

## PART 3 - FINANCIAL SERVICES GUIDE (FSG)

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

### About Online Insurance Brokers Pty Ltd

Online Insurance Brokers Pty Ltd (ABN 21 095 612 276) AFS Licence No 241055 of PO Box 167, Scarborough, Qld 4020 is an Australian Financial Services Licensee (AFS Licensee) and is authorised by ASIC to issue, deal in and provide general advice on general insurance products.

Online Insurance Brokers Pty Ltd has been authorised by Berkshire Hathaway Specialty Insurance Company (details on Page 1) to act on its behalf to in arranging, issuing, varying, cancelling and providing general advice regarding the Insurer's travel insurance products, and to issue certificates of insurance.

Online Insurance Brokers Pty Ltd has a binding authority which means it can enter into, vary or cancel these products without reference to the Insurer provided it acts within the binding authority. Online Insurance Brokers Pty Ltd acts for the Insurer and not you.

Online Insurance Brokers Pty Ltd, trading as Travel Insuranz, receives a proportion of the premium from the insurer for arranging and issuing insurance on their behalf. This amount is calculated as a percentage of the base premium (excluding taxes, stamp duty, GST or other fees). If you are referred to Travel Insuranz, the affiliate who refers you is paid a referral commission. This is calculated as a percentage of the base premium. This is at no extra cost to you. Our employees are paid a salary, however they may be paid a bonus based on the performance of the business.

If you would like more information about the remuneration that Online Insurance Brokers Pty Ltd receive for the insurance services we provide, you should contact us within a reasonable time of being given this Financial Services Guide, and before you receive any of the financial services detailed in this Guide.

### Privacy Notice

To arrange and manage your travel insurance, we (in this Privacy Notice "we", "our" and "us" includes Online Insurance Brokers Pty Ltd trading as Travel Insuranz and its duly authorised representatives) collect personal information including sensitive information from you and those authorised by you such as: your family members; travelling companions; tour organisers; your doctors; hospitals; as well as from others we consider necessary including our agents.

Any personal information provided to us is used by us to evaluate and arrange your travel insurance. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to those insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing, conducting customer research and analytics in relation to all of our products and services. In addition, we may collect, use and disclose it for IT systems maintenance and development, recovery against third parties and for other purposes with your consent or where authorised by law.

This personal information may be disclosed to third parties involved in the above process, such as travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage and data handling providers, legal and other professional advisers, your agents and our related and group companies. Some of these third parties may be located in other countries.

Unless you opt out, we may contact you on an ongoing basis by electronic messages (including email), online and via other means with promotional material and offers of products or services that we consider may be relevant and of interest to you. If you do not want to receive such offers from us you can opt out at any time by emailing us at [travel@travelinsuranz.com.au](mailto:travel@travelinsuranz.com.au).

When you provide personal information about other individuals, we and our agents rely on you to have made or make them aware:

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

We rely on you to have obtained their consent on these matters. If you do not, you must tell us before you provide the relevant information.

You can seek access to and correct your personal information via our website. You may not access or correct personal information of others unless you have been authorised by their express consent or otherwise under law, or unless they are your dependants under 16 years of age.

If you have a complaint about your privacy, please contact:

Privacy Officer, Online Insurance Brokers Pty Ltd, GPO Box 167, Scarborough, QLD 4020 or you can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via [www.travelinsuranz.com.au](http://www.travelinsuranz.com.au).

If you do not agree to the above or will not provide us with personal information, we may not be able to provide you with our services or products or may not be able to process your application nor issue you with a policy. In cases where we do not agree to give you access to some personal information, we will give you reasons why.

### General Advice Warning

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

### Professional indemnity insurance arrangements

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

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

### What should I do if I have a complaint?

Please refer to page 2, "Dispute Resolution Process".

Online Insurance Brokers Pty Ltd authorised the Financial Services Guide in this document. The Insurer authorised the Product Disclosure Statement in this document. Copyright Online Insurance Brokers Pty Ltd 2017

## CUSTOMER ASSIST CONCIERGE SERVICES

### Customer Assist provides a 24 hour phone and email service for the following additional benefits:-

- **Pre Travel Advice** Call us and we can send you comprehensive pre-travel security and medical briefing for your intended destination
- **Local Hospital location service** Call us if you need to locate a local hospital or clinic, whether it is an insured event or not
- **Get a message home** We can transfer you through to a family or friend back home in an emergency
- **Weather Watch** Call or email us for a 7 day forecast at your intended destination
- **Lost or Stolen** Assistance with call transfers to Country Embassies and airlines to assist with lost/ stolen passports or tickets
- **City Guides**  
Call us before you travel and we can assist with a list of local attractions at a number of major cities around the world
- **Eating Out**  
We can assist with making restaurant reservations in the Country you are visiting (subject to availability - some locations may request a credit card deposit/hold)
- **Express Gifts\***  
If you are away from home and you have forgotten that special birthday or anniversary, call us and we will arrange for chocolates or flowers or a special gift to be sent on your behalf to your loved ones in Australia
- **Telephone Interpretation Service (Non-Emergency)\***  
Call us and we can arrange for a pre-booked interpreter to assist with language difficulties (subject to availability, prices vary depending on time of day and language required)
- **Get home fast\***  
In the event of a non -insured emergency we can assist you to make arrangements to return home early with the help of our in house travel agents
- **Business Documents\***  
We can arrange to forward essential business documents you have left at home

### Please use Customer Assist contact numbers below to access these additional Benefits

**Telephone:** +61 (0) 2 8907 5953  
**Fax:** +61 (0) 2 9954 6250  
**Email:** [assist@medicalassistance.com.au](mailto:assist@medicalassistance.com.au)

*\* Costs for this service will be taken directly from the insured person at the time of the call. Please note that credit card fees will apply with most providers.  
Please note that some requests may take a minimum of 24 hours for us to source the appropriate information.*