

Business Travel Insurance

Policy and Product Disclosure Statement (PDS)





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Statement (PDS)**



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ABOUT DELTA INSURANCE AUSTRALIA PTY LTD

This PDS has been prepared by Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) as an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL535427 as the insurer/issuer of this product. In this PDS, “We”, “Us” “Our” means Delta Insurance Australia Pty Ltd.

Delta Insurance Australia is a specialist underwriting agency and part of the Delta Insurance Group. The Delta Insurance Group challenges the status quo by embracing technology, transparency and integrity, introducing niche products into new markets and delivering exceptional service.

WHO IS THE INSURER?

This insurance is offered by Delta Insurance Australia who underwrites on behalf of certain underwriters at Lloyd’s of London (Lloyd’s). Lloyd’s is an Australian Prudential Regulation Authority (APRA) regulated insurer. This insurer is financially liable for any claims that come within the **Policy**. Delta Insurance Australia acts as an agent of Lloyd’s under a binding authority to issue a **Policy** to you.

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) is an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513), which holds the Australian Financial Services Licence (AFSL 535427) issued by the Australian Securities and Investments Commission (ASIC). Delta Insurance Australia acts as the insurer/issuer of this product and does not provide any advice on the insurance. When issuing policies or handling insurance claims, Delta Insurance Australia acts as an agent of the insurer.

ABOUT LLOYDS

Lloyd’s is the world’s leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market’s underwriters and brokers, Lloyd’s helps to create a braver world.

The Lloyd’s market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally.

Lloyd’s offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale.

Lloyd’s promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future.

Lloyd’s is a 330-year old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd’s market continues that proud tradition – sharing risk and inspiring courage everywhere.

COMPLAINTS

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. 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.

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 Delta Insurance Australia Pty Ltd in the first instance:

Managing Director
Delta Insurance Australia Pty Ltd
Email: complaints@deltainsurance.com.au
Telephone: 07 3017 4720
Post: GPO BOX 1832, Brisbane, QLD, 4001, Australia

We will acknowledge receipt of your complaint 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 determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
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

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 can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Legal Jurisdiction

The Underwriters accepting this Insurance agree that:

1. If a dispute arises under this Insurance, this policy 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.
2. 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.

3. 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.

Notice of Claim

The Claimant must provide Us with written notice of any event that may lead to a claim as soon as reasonably possible after the occurrence. Although a delay in notifying Us will not invalidate the claim, We may reduce Our liability to the extent that We have been prejudiced by the delay, as permitted by law. The Claimant must supply Us with any certificates, information, and documentation We reasonably request. We may also require the Claimant to undergo medical examinations periodically, at Our expense.

WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This PDS is provided to help you understand what the **Policy** covers and give you the information you need to compare it with other options so you can decide if it's right for you.

This PDS includes important details required by the Corporations Act 2001 (The Act), such as the **Policy's** benefits, conditions, limits, and exclusions, your rights as a client, and other key information to help you make an informed choice.

For a full understanding of all benefits, terms, conditions, and exclusions related to the coverage, you should review the **Policy** section alongside the **Policy Schedule**. Please read these documents carefully and keep them in a secure place for future reference. Some terms in this PDS and **Policy** have specific meanings outlined in the definitions section of this document.

Any general advice contained in this PDS or **Accompanying** material does not consider the **Insured's** individual objectives, financial situation, or needs, nor those of the individuals covered by the **Policy**. These factors should be assessed when determining if this product is suitable. Additionally, consider whether the limits, type, and level of cover are appropriate.

This PDS was prepared on September 13, 2024. Other documents may form part of **Our** PDS and if they do, **We** will tell the **Insured** in the relevant document.

UPDATING THIS PDS

We may need to update this PDS from time to time if specific changes occur where required and permitted by law. **We** will issue the **Insured** with a new PDS, Supplementary PDS or other compliant document to update the relevant information.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue the **Insured** with notice of this information in other forms or keep an internal record of such changes.

SUMMARY OF INSURANCE

This **Policy** provides a range of benefits. Key benefits are outlined below. For a comprehensive description of all benefits and limits, please review your **Policy Schedule**, which details the sums **Insured**, coverage sections, and tables of **Insured** benefits as specified in the **Policy** attached to this PDS.

Principal benefits of the Policy include:

- a. Medical, Evacuation, and Additional Expenses;
- b. Personal **Accident** and **Sickness**;

- c. 24/7 Emergency Assistance;
- d. Cancellation and Disruption;
- e. Baggage and Travel Documents;
- f. Rental and Personal Vehicle **Excess**;
- g. Personal Liability;
- h. Kidnap and Ransom/Extortion;
- i. Political and Natural Disaster Evacuation;
- j. Search and Rescue Expenses;
- k. Extra Territorial Workers' Compensation;
- l. Alternative **Employee** and Resumption of Assignment Expenses.

For detailed information on benefits and applicable conditions, please refer to the **Policy**.

In addition to these primary benefits, the **Policy** also offers several supplementary benefits, which are described in detail within the **Policy**.

LIMITATIONS ON BENEFITS PAID

There are limitations on how much **We** will pay for your claim. The maximum **We** will pay for all claims under the **Policy** during any one (1) **Policy Period** is the aggregate limit of liability shown in the **Policy Schedule**. Specific age-related limits also apply to the **Policy**.

NOT EVERYTHING IS COVERED

Not everything is covered by the **Policy**. Some of the circumstances in which no benefits are payable at all include where loss results from self-inflicted injury, illegal acts, illicit or unprescribed drugs, **War** or **Civil War**, an **Insured Person's** participation in an aerial activity except as a fare paying passenger on an airline with scheduled flights, participating in or training for a **Professional Sport**, nuclear activity, or an **Insured Person's** refusal to follow **Our** or **Delta Assistance** instructions.

Additionally, certain benefits have limitations. It is crucial to review the **Policy** alongside the **Policy Schedule** to fully understand the coverage and its restrictions. Pay special attention to the General Conditions, General Provisions, and General Exclusions in the **Policy** to ensure the coverage meets your expectations. For further details, please consult the **Policy** and the **Policy Schedule**.

THE COST OF THE INSURANCE POLICY AND PAYING YOUR PREMIUM

We will provide the coverage specified in the **Policy**, subject to its terms and conditions, for the **Policy Period**.

Coverage under the **Policy** starts from the date and time indicated on your **Policy Schedule** for the **Policy Period**. The **Policy** cost includes the total **Premium**, taxes, and charges as detailed in the **Policy Schedule**. This amount is determined before the **Policy Period** begins, based on the information provided in your application form and the Insurer's risk assessment. The insurance cost is reflected in your quote and includes taxes and statutory charges (such as GST & Stamp Duty).

Each year, prior to the **Policy** anniversary date, if **We** offer renewal terms, **We** will inform the **Insured** of the **Premium** for the new **Policy Period**. **We** may adjust the **Premium** for any changes or **Endorsements** requested during the **Policy Period** that **We** agree to provide.

The **Premium** is calculated based on your specific risk profile, which may include:

- a. The type and amount of coverage selected;
- b. The number, duration and destination of trips declared;
- c. The number of **Insured Persons** traveling together;
- d. The activities planned during the trip;
- e. Previous insurance history of the **Insured** and **Insured Persons**.
- f. The **Insured's** Business Activities, and the Occupational Duties of **Insured Persons**

The **Premium** may change at renewal, and **We** will notify the **Insured** of any proposed adjustments.

NON-PAYMENT OF PREMIUM

You must pay your **Premium** according to the agreed credit terms; otherwise, your **Policy** may not be effected. If the **Premium** is not paid by the due date or if the payment is dishonoured, the **Policy** will not take effect, and **We** may:

- a. Cancel the **Policy**; and/or
- b. Decline any claims made under the **Policy**.

COOLING OFF AND CANCELLATION RIGHTS

You have the right to cancel the **Policy** within twenty-one (21) days from the start of the **Policy Period**, known as the 'cooling-off period,' provided no claims have been made during this time.

If you cancel the **Policy** within this period, **We** will issue a full refund of the premium paid, minus any applicable taxes or duties, within fifteen (15) business days of receiving your cancellation request.

If the **Policy** was purchased through an insurance broker, please consult your broker for details on their specific procedures.

The **Policy** will be cancelled from the date **We** receive your cancellation request. To cancel the **Policy**, you must notify **Us** in writing within the cooling-off period.

You may cancel this **Policy** at any time by notifying **Us** in writing at contactus@deltainsurance.com.au.

If the **Policy** was purchased through an insurance broker, please consult your broker for details on their specific procedures.

No refund will be issued if a claim has been made or is anticipated before the **Policy** is cancelled.

We also reserve the right to cancel this **Policy** under the conditions outlined in Section 60 of the **Insurance Contracts Act**.

MAKING A CLAIM

If an incident occurs that may give rise to a claim under this Policy, please notify our claims handlers, Proclaim, via email or post as soon as reasonably practicable after the date of the occurrence and within the Policy Period using the contact details below. Please ensure that your Policy Number is included in all correspondence.

Proclaim

Email: ahclaims@proclaim.com.au
Address: Locked Bag 32012
Collins Street East VI

The Insured Person must, at their expense, provide Proclaim with any certificates, information, and documentation they may reasonably require to assess the claim. Proclaim may, at our expense, have the Insured Person medically examined as required.

Proclaim may also require the Insured Person to undergo medical examinations, vocational, and/or rehabilitation assessments. If required, we will cover these costs.

PRIVACY

Delta Insurance Australia Pty Ltd is committed to protecting your privacy. **We** have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act). The APPs govern the way in which **We** collect, use, disclose, store, secure and dispose of your personal information.

Any personal information collected about you will only be used for the purposes indicated in Delta Insurance Australia's privacy policy and only in the instance where you have provided consent to Delta Insurance Australia, or as otherwise required by law.

Delta Insurance Australia will need to collect personal information from you or your insurance agent to assist with assessing your risk in order to provide the insurance that you are applying for.

Our Privacy Policy can be accessed at:

<https://deltainsurance.com.au/pages/resources/#Our-policies-and-procedures>

USE OF YOUR INFORMATION

The information collected will be used for the purpose of assisting with underwriting and administering your insurance cover on behalf of the insurers Delta represents. Where reasonable and practicable to do so, Delta will collect your personal information only from you. In some cases, to verify your identity, Delta may need to obtain or verify your personal information from a third party. Information collected can also be used towards improving Delta's customer service, product data research analysis and to advise you of any other products and services that may be of interest to you.

SECURITY OF YOUR INFORMATION

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. When your personal information is no longer needed for the purpose for which it was obtained, Delta will take reasonable steps to destroy or **Permanently** de-identify your personal information. However, most of the personal information is or will be stored in client files which will be kept by Delta for a minimum of 7 years.

Whilst underwriting and reviewing your **Policy**, Delta may share your information with your insurance agent, claims assessors, and to third party administrators providing related services to your insurance **Policy**. Your information

will be provided to the insurers **We** represent, based in the United Kingdom & Singapore and whose details **We** will provide to you when issuing an insurance quotation.

By providing Delta with your personal information, you are consenting to the collection, use, disclosing and or processing of your personal data for the purposes as described above

FURTHER INFORMATION

Delta Insurance Australia understands that you may not want to share with **Us** the information which is requested to review your insurance **Policy**, and this may affect **Our** ability in providing and assessing an insurance **Policy**. For more information regarding how Delta collects, stores, uses and discloses your information, please read **Our** privacy policy located at www.deltainsurance.com.au or alternatively you can contact **Us** at (07) 3017 4720.

HOW TO CONTACT US

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933)
AFSL 535427
GPO Box 1832,
Brisbane QLD 4001
Telephone: (07) 3017 4720
Website: <https://deltainsurance.com.au/>
Email: contactus@deltainsurance.com.au

INSURED'S DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Your duty to take reasonable care not to make a misrepresentation

Before entering into or renewing a contract of insurance, you have a duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth). This duty is very important, as it may impact your insurance cover. A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When applying for or renewing insurance, we may ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are crucial, as they help us determine the terms of your policy and the premium we will charge. This means that you should respond fully, honestly, and accurately when answering our questions.

New Business

When you apply for insurance, we will ask questions relevant to our decision to insure you. The duty to take reasonable care not to make a misrepresentation applies when you:

- a. Complete an initial insurance application,
- b. Extend or make changes to an existing insurance policy, or
- c. Reinstate a previous contract of insurance.

Renewals

When renewing your insurance, we may ask you to confirm or update information you previously provided. If we do this, you must tell us about any changes or confirm that there are none. If you do not inform us of changes, we will assume the information remains the same. This duty applies until we agree to renew the contract.

Guidance for answering our questions:

Please ensure that you take care when providing your answers in relation to your insurance application or renewal. If you do not, it may affect your insurance cover. Here are some tips to guide you:

- a. Think carefully about your responses. If you do not understand a question or require further explanation, please ask us before responding.
- b. Make sure your answers are truthful, accurate, and complete.
- c. Provide all relevant information in response to our questions. If you are unsure what information to include, please include it or consult with us, your broker, or adviser.
- d. Do not assume we will contact others for the information we request.
- e. Review each answer you provide before submitting it to us. You are responsible for your responses, even if you have received help in preparing your application (e.g., from a broker or advisor).
- f. Before your insurance cover starts, tell us of any changes that may be required to your answers. This may save time, as changes could require further investigation or risk assessment.
- g. If, after your insurance cover starts, you think you may not have complied with your duty, please contact us, your broker, or advisor immediately. We will inform you of any impact on your cover.

Your duty to take reasonable care not to make a misrepresentation applies to all communication methods, including written, electronic, online, in person, or via telephone.

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 would have been had you not made a misrepresentation and whether or not it was fraudulent. Possible actions include:

- a. Avoiding your insurance cover, meaning the contract will be treated as if it never existed.
- b. Changing the amount of cover; for example, reducing the level of cover.
- c. Changing the terms of your contract; for example, excluding certain events from coverage.

This may result in an insurance claim not being paid, a reduction in the benefit amount, or an increase in premiums.

If we suspect that you may have breached your duty, we will:

- a. Explain our reasons why we believe you have breached your duty, and
- b. Provide you with an opportunity to respond and give further information.

If we decide to make changes to your cover, we will notify you of our decision and provide details of the review process and complaints procedure if you disagree.

If you need help:

It is crucial that you understand this information, the questions we ask, and your duty. If you need support due to a disability, language barrier, or other reasons, please contact us so that we can assist you.

If you have any questions, please contact us, your broker, or advisor.

IF YOU DO NOT TELL THE INSURER SOMETHING

If you do not tell **Us** anything you are required to, **We** may cancel your contract or reduce the amount **We** will pay you if you make a claim, or both. If your failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed

CHANGES IN LEGISLATION

A reference to any legislation, statutory order, section, subsidiary instrument, or part in this document includes a reference to any replacement, reenacting, amending, or equivalent legislation, statutory order, section, subsidiary instrument, or part.

Medical and Health Coverage

Unexpected health challenges can arise while travelling, from sudden illness to injury. This coverage provides protection for medical expenses, emergency evacuations, and additional costs that may occur during your Journey. Whether it's accessing urgent care or arranging medical transport, your health and well-being are prioritised, allowing you to focus on recovery without the worry of financial burdens.

SECTION A – MEDICAL, EVACUATION AND ADDITIONAL EXPENSES

If an **Insured Person** sustains a **Bodily Injury** or **Sickness** during an overseas **Journey** within the **Policy Period**, **We** will reimburse the following expenses up to the maximum limit specified in the **Policy Schedule**:

- a. All reasonable medical expenses necessarily incurred outside the **Insured Person's Country of Residence** for hospitalisation, surgery, or other diagnostic treatments provided or prescribed by a **Doctor** as a direct result of **Bodily Injury** or **Sickness**. This includes costs for emergency room visits, specialist consultations, and medications directly related to the Injury or **Sickness**, up to the limit specified in the **Policy Schedule**.
- b. Expenses for the emergency medical evacuation of the **Insured Person** to the most appropriate hospital, including necessary costs for qualified medical staff to accompany the **Insured Person**. Evacuations must be arranged by **Delta Assistance** and are only covered if a **Doctor** deems the evacuation essential for treatment that cannot be provided locally. Authorisation from **Delta Assistance** is mandatory for all evacuation expenses to be eligible.
- c. Repatriation expenses for the **Insured Person's** return to their **Country of Residence** or transfer to a suitable medical facility. This cover applies when repatriation is recommended by a **Doctor** and authorised by **Delta Assistance** due to the severity of **Bodily Injury** or **Sickness**. Repatriation may also include transportation of remains in the event of death.
- d. Reasonable travel and accommodation expenses for one relative or **Accompanying** person to travel to the **Insured Person's** location or remain with them. This benefit applies when a **Doctor** certifies it is medically necessary for the relative or companion to be present. Covered expenses include economy class airfare, transportation, and reasonable accommodation for up to 21 days, if the **Insured Person** is hospitalised.
- e. Emergency dental treatment, including treatment to restore sound natural teeth lost or damaged due to a covered **Bodily Injury**, or to relieve acute dental pain. Routine dental work is not covered, but dental injuries or emergency treatments that occur during the Journey are reimbursed up to the amount shown on the **Policy Schedule**.
- f. Dental treatment necessary to repair or adjust dentures damaged by a **Bodily Injury** during the Journey. Reimbursement is limited to reasonable and customary expenses up to a maximum of \$2,500. Claims must be supported by relevant medical or dental reports.
- g. Medical expenses incurred after the **Insured Person's** return to their **Country of Residence**, provided they relate directly to **Bodily Injury** or **Sickness** treated during the Journey. This includes follow-up treatment, rehabilitation, and prescription medications. Reimbursement is limited to 24 months post-journey, and, where applicable, ongoing expenses are subject to local laws, with non-Australian residents capped at \$50,000.

ADDITIONAL BENEFITS UNDER SECTION A

Bed Confinement

If an **Insured Person** is on an overseas Journey during the **Policy Period** and is confined to bed for more than forty-eight (48) hours, as certified by a **Doctor** due to a **Bodily Injury** or **Sickness**, **We** will pay up to the amount shown in the **Policy Schedule** for a maximum of 30 days.

Trauma Counselling

If an **Insured Person** experiences psychological trauma whilst on a Journey during the **Policy Period** as a result of witnessing or being a victim of a criminal act, such as murder, sexual assault, rape, violent robbery, an act of mass destruction by **Terrorism Event** or **War**, or a 'force majeure,' **We** will reimburse up to \$500 per visit for services provided by a registered psychologist or psychiatrist (who is not a relative of the **Insured Person**), on referral from a **Doctor**, up to the amount shown in the **Policy Schedule**.

Funeral Expenses and Repatriation of Mortal Remains

If an **Insured Person** dies whilst on an overseas Journey during the **Policy Period**, **We** will reimburse the estate for:

- a. Reasonable expenses to return the **Insured Person's** body or ashes and personal effects to their home address; or
- b. All reasonable funeral, burial, cremation, and associated expenses incurred in the country where the **Insured Person** dies.

In-Hospital Incidental Expenses

If an **Insured Person** is on an overseas Journey during the **Policy Period** and is admitted to hospital due to a **Bodily Injury** or **Sickness**, **We** will pay the amount shown in the **Policy Schedule** for any non-medical incidental expenses, such as telephone, television, and newspapers, up to a maximum of 30 days.

Emergency Childcare Expenses

If an **Insured Person** is hospitalised and unable to care for their dependent Child(ren) whilst on an overseas Journey during the **Policy Period**, and there is no other travelling companion available to provide care, **We** will reimburse the reasonable expenses incurred for emergency childcare or the travel expenses of a relative to provide necessary care, up to the amount shown in the **Policy Schedule**.

CONDITIONS APPLICABLE TO SECTION A

These conditions apply to Section A in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Evacuation or Repatriation Decisions:** At **Our** reasonable discretion, **We** may decide to evacuate or repatriate an **Insured Person** based on medical necessity, as advised by the attending **Doctor** and/or **Our** medical advisor. **Delta Assistance** will determine the most suitable method of transport and destination for the evacuation or repatriation, following this medical advice.
- b. **Repatriation Costs:** Should an **Insured Person** be repatriated to their intended final destination (such as their **Country of Residence**), **We** will not cover the cost of the originally purchased airfare.

EXCLUSIONS APPLICABLE TO SECTION A

These exclusions apply to Section A in addition to the General Exclusions applying to all sections of the **Policy**.

We will not cover any expenses:

- a. **Journey Undertaken Against Medical Advice:** If a Journey is undertaken:
 - i. Against the advice of a **Doctor**;
 - ii. When the **Insured Person** is unfit to travel;
 - iii. To seek medical attention for a **Pre-Existing Medical Condition** or to undergo cosmetic or elective surgery.

- b. **Pre-Existing Medical Condition Treatment:** For any medication or ongoing treatment for a **Pre-Existing Medical Condition**, or routine medical, optical, or dental treatment or consultation.
- c. **Terminal Condition:** Related to a terminal condition diagnosed by a **Doctor** prior to the Journey commencing.
- d. **Sexually Transmitted Infections:** Related directly or indirectly to sexually transmitted infections, including but not limited to AIDS or HIV, except where the infection results from a **Bodily Injury** sustained during an assault on the **Insured Person** whilst on a Journey.
- e. **Recoverable from Other Sources:** That are recoverable from any other source, including government-sponsored funds, plans, or medical benefit schemes.
- f. **Expenses Incurred After 24 Months:** Incurred after twenty-four (24) months from the date the **Insured Person** suffers a **Bodily Injury** or **Sickness**.
- g. **Services Not Arranged by Delta Assistance:** For services not approved and arranged by **Delta Assistance**, except when notification to **Delta Assistance** during an emergency was not possible due to circumstances beyond control. In such cases, **We** reserve the right to reimburse only for expenses that **Delta Assistance** would have provided under similar circumstances, up to the sums **Insured** as shown on the Schedule.

SECTION B – PERSONAL ACCIDENT AND SICKNESS

Table 1 – Lump Sum Benefit

If an **Insured Person** sustains a **Bodily Injury** whilst on a Journey during the **Policy Period**, **We** will pay benefits as specified in Table 1 of the Table of **Insured Events**, provided that:

- a. The **Bodily Injury** resulting in the **Insured Event** occurs during the **Policy Period** while the person is an **Insured Person**;
- b. An amount is specified on the **Policy Schedule** for that **Insured Event** under Section B;
- c. The **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- d. The **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 1

EVENTS	BENEFITS The percentage of the amount shown in the Policy Schedule against Section A – Lump Sum Benefits (per Insured Person).
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of two (2) Limbs	100%
7. Loss of one (1) Limb	100%
8. Severe Cognitive Impairment	100%

Table of Insured Events – Table 1 (continued)

9. Loss of hearing in: a. both ears b. one (1) ear	100% 30%
10. Permanent Loss of: a. four (4) Fingers and Thumb of either Hand; or b. Foot	75% 75%
11. Permanent Loss of the lens of a. both eyes b. one (1) eye	100% 50%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	75%
13. Permanent Loss of four (4) Fingers of either Hand	50%
14. Permanent Loss of one (1) Thumb of either Hand: a. both joints b. one (1) joint	30% 15%
15. Permanent Loss of Fingers of either Hand: a. three (3) joints b. two (2) joints c. one (1) joint	15% 10% 5%
16. Permanent Loss of Toes of either Foot: a. all – one (1) Foot b. great – both joints c. great – one (1) joint d. other than great – each Toe	15% 5% 3% 1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5 cm	10%
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.	The lump sum benefit will reflect the percentage reduction in bodily function, as confirmed by the Insured Person's Doctor and a Doctor appointed by Us . If Our appointed Doctor disagrees with the Insured Person's Doctor , a third independent Doctor will be selected by mutual agreement. If all three Doctors differ, the final percentage will be the average of their opinions. For Event 19, the maximum payout is capped at 75% of the amount listed under Section A – Lump Sum Benefits.

TABLE 2 – WEEKLY BENEFITS – BODILY INJURY

If an **Insured Person** sustains a **Bodily Injury** whilst on a **Journey** and during the **Policy Period**, **We** will pay benefits as specified in Table 2 of the Table of **Insured Events**, subject to the benefit period, **Excess** period, and percentage of **Salary** shown on the **Policy Schedule** under Section B – Personal **Accident and Sickness** – Weekly Benefits – **Bodily Injury**, provided that:

- a. The **Bodily Injury** that results in the **Insured Event** occurs during the **Policy Period** while the person is an **Insured Person**;
- b. An amount is specified on the **Policy Schedule** for that **Insured Event** under Section B;
- c. The **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- d. The **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 2

EVENTS – BODILY INJURY resulting in:	BENEFITS
20. Temporary Total Disablement	<p>Starting from the commencement date of Temporary Total Disablement and for the duration it continues, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section B – Personal Accident and Sickness – Weekly Benefits – Bodily Injury, for the defined Benefit Period.</p> <p>This payment will not exceed the Insured Person’s Salary.</p>
21. Temporary Partial Disablement	<p>Starting from the commencement date of Temporary Partial Disablement, and for the duration it continues, resulting in a reduction of at least 25% of the Insured Person’s Salary, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section B – Personal Accident and Sickness – Weekly Benefits – Bodily Injury, less any current earnings from working in a reduced capacity as assessed by a Doctor.</p> <p>The total amount (earnings plus benefit) will not exceed the percentage of Salary as shown in the Policy Schedule of the Insured Person.</p> <p>If the Insured Person is able to return to work in a reduced capacity, as assessed by a Doctor, but chooses not to, the benefit payable will be 25% of the Insured Person’s Salary.</p>

TABLE 3 – SURGICAL LUMP SUM BENEFITS – BODILY INJURY RESULTING IN SURGERY

If an **Insured Person** sustains a **Bodily Injury** that requires a surgical procedure whilst on a **Journey** and during the **Policy Period**, **We** will pay benefits as specified in Table 3 of the Table of **Insured** Events, provided that:

- a. An amount is specified on the **Policy Schedule** under Section B – Personal **Accident** and **Sickness** – Surgical Lump Sum Benefits – **Bodily Injury** resulting in Surgery;
- b. The surgery occurs before the **Insured Person’s** return to their **Country of Residence**; and
- c. The **Insured Event** is a direct result of the **Bodily Injury** and occurs within twelve (12) months of the date of the injury.

Table of Insured Events – Table 3

EVENTS	BENEFITS The percentage of the amount shown in the Policy Schedule against Section B – Personal Accident and Sickness – Surgical Lump Sum Benefits – Bodily Injury resulting in Surgery (per Insured Person)
22. Craniotomy	100%
23. Amputation of limb	50%
24. Fracture of a limb requiring open reduction	50%
25. Dislocation requiring open reduction	25%
26. Any other surgical procedure carried out under a general anaesthetic	5%

Table 4 – Weekly Benefits – Sickness

If an **Insured Person** suffers a **Sickness** whilst on a **Journey** and during the **Policy Period**, **We** will pay benefits as specified in Table 4 of the Table of **Insured** Events, subject to the benefit period, **Excess** period, and percentage of **Salary** shown on the **Policy Schedule** under Section B – Personal **Accident** and **Sickness** – Weekly Benefits – **Sickness**, provided that:

- a. The **Insured** Event is solely and directly attributable to the **Sickness**;
- b. The **Sickness** that results in the **Insured** Event occurs during the **Policy Period** while the person is an **Insured Person**;
- c. An amount is specified on the **Policy Schedule** for that **Insured** Event under Section B – Personal **Accident** and **Sickness** – Weekly Benefits – **Sickness**;
- d. The **Insured** Event occurs within twelve (12) months of the **Sickness**; and
- e. The **Insured** Event occurs during the **Policy Period**.

Table of Insured Events – Table 4

INSURED EVENTS	BENEFITS
27. Temporary Total Disablement	<p>Starting from the commencement date of Temporary Total Disablement and for the duration it continues, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section B – Personal Accident and Sickness – Weekly Benefits – Sickness, for the defined Benefit Period.</p> <p>This payment will not exceed the Insured Person’s Salary.</p>
28. Temporary Partial Disablement	<p>Starting from the commencement date of Temporary Partial Disablement, and for the duration it continues, resulting in a reduction of at least 25% of the Insured Person’s Salary, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section B – Personal Accident and Sickness – Weekly Benefits – Sickness, less any current earnings from working in a reduced capacity as assessed by a Doctor.</p> <p>The total amount (earnings plus benefit) will not exceed the percentage of Salary as shown in the Policy Schedule of the Insured Person.</p> <p>If the Insured Person is able to return to work in a reduced capacity, as assessed by a Doctor, but chooses not to, the benefit payable will be 25% of the Insured Person’s Salary.</p>

Table 5 – Surgical Lump Sum Benefits – Sickness Resulting in Surgery

If an **Insured Person** suffers a **Sickness** that requires a surgical procedure whilst on a **Journey** and during the **Policy Period**, **We** will pay benefits as specified in Table 5 of the Table of **Insured Events**, provided that:

- a. An amount is shown on the **Policy Schedule** against Section B – Personal **Accident** and **Sickness** – Surgical Lump Sum Benefits – **Sickness** resulting in Surgery;
- b. The surgery occurs outside of and before the **Insured Person’s** return to their **Country of Residence**; and
- c. The **Insured Event** is a direct result of the **Sickness** and occurs within twelve (12) months of the date of the **Sickness**.

Table of Insured Events – Table 5

INSURED EVENTS	BENEFITS
	The percentage of the amount shown in the Policy Schedule against Section B – Personal Accident and Sickness – Surgical Lump Sum Benefits – Bodily Injury resulting in Surgery (per Insured Person)
29. Open heart surgical procedure	100%
30. Brain surgery	50%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

Table 6 – Fractured Bones – Lump Sum Benefits

If an **Insured Person** sustains a **Bodily Injury** whilst on a **Journey** during the **Policy Period**, **We** will pay benefits as specified in Table 6 of the Table of **Insured Events**, provided that:

- a. The **Bodily Injury** that results in the **Insured Event** occurs during the **Policy Period** while the person is an **Insured Person**;
- b. The **Insured Event** is directly caused by the **Bodily Injury**;
- c. An amount is specified on the **Policy Schedule** under Section B – Personal **Accident and Sickness** – Lump Sum Benefits – Fractured Bones;
- d. The **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- e. The **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 6

INSURED EVENTS	BENEFITS
Fracture of:	As a percentage of the Sum shown against the schedule on Section B – Personal Accident and Sickness – Fractured Bones – Lump Sum Benefits.
33. Neck, skull, or spine (complete fracture)	100%
34. Hip, pelvis	75%
35. Shoulder blade	50%
36. Neck, skull or spine (Hairline Fracture, Other Fracture or Simple Fracture), cheekbone, collarbone, upper leg	30%
37. Arm, kneecap, elbow	25%
38. Lower leg, jaw, wrist, ankle, hand, foot	20%
39. Rib	10%
40. Finger, thumb, toe	8%

The maximum benefit payable for any one (1) **Bodily Injury** resulting in fractured bones will be the amount specified in the **Policy Schedule** under Section B – Personal **Accident** and **Sickness** – Fractured Bones – Lump Sum Benefits.

In the case of a confirmed non-union of any of these fractures, **We** will pay an additional benefit of 5% of the amount shown in the **Policy Schedule** under Section F – Fractured Bones – Lump Sum Benefits, regardless of the maximum benefit limit.

Table 7 – Dental – Lump Sum Benefits

If an **Insured Person** sustains a **Bodily Injury** whilst on a Journey during the **Policy Period**, **We** will pay benefits as specified in Table 7 of the Table of **Insured** Events, provided that:

- a. The **Bodily Injury** that results in the **Insured** Event occurs during the **Policy Period** while the person is an **Insured Person**;
- b. The **Insured** Event is directly caused by the **Bodily Injury**;
- c. An amount is specified on the **Policy Schedule** under Section B – Personal **Accident** and **Sickness** – Lump Sum Benefits – Dental;
- d. The **Insured** Event occurs within twelve (12) months of the **Bodily Injury**; and
- e. The **Insured** Event occurs during the **Policy Period**.

Table of Insured Events – Table 7

INSURED EVENTS	BENEFITS
Bodily Injury resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the Bodily Injury	The percentage of the amount shown on the Policy Schedule against Section B – Personal Accident and Sickness – Lump Sum Benefits – Dental, subject to a maximum of \$250 per Tooth
41. Loss of teeth or full capping of teeth	100%
42. Partial capping of teeth	50%

The maximum benefit payable for any one (1) event under this Section will be the amount specified in the **Policy Schedule** under Section B – Personal **Accident** and **Sickness** – Lump Sum Benefits – Dental or \$1,000, whichever is greater, and limited to \$250 per **Tooth**.

ADDITIONAL BENEFITS UNDER THE SECTION B

Death by Specified Causes (Specified Sickness)

If an **Insured Person** dies within thirty-one (31) days of a Journey during the **Policy Period** solely due to a Specified **Sickness** unrelated to a **Pre-Existing Medical Condition**, **We** will pay the amount shown in the **Policy Schedule**.

Corporate Image Protection

If an **Insured Person** suffers a **Bodily Injury** that results in a valid claim under Events 1 or 2, **We** will reimburse the **Insured** up to the amount shown in the **Policy Schedule** for reasonable costs to hire image and public relations consultants and/or release information through the media to protect or promote the **Insured**'s business image.

Independent Financial Advice

If an **Insured Person** sustains a **Bodily Injury** resulting in a benefit payable under Events 1 to 9(a), **We** will cover up to the amount shown in the **Policy Schedule** for professional financial advice, provided by an independent financial advisor who is not a **Close Relative** of the **Insured Person** and is authorised and regulated by the Australian Securities and Investments Commission.

Coma Benefit

If an **Insured Person** sustains a **Bodily Injury** while on a Journey that directly results in continuous unconsciousness, **We** will pay a weekly benefit up to the amount shown in the **Policy Schedule** for each week of unconsciousness, up to a maximum of 26 weeks. If the unconsciousness lasts for less than a week, the benefit will be calculated at a rate of one-seventh (1/7th) of the weekly amount for each day.

Partner Retraining Benefit

If an **Insured Person** suffers a **Bodily Injury** resulting in a valid claim under Events 1, 2, or 3, **We** will reimburse up to the amount shown in the **Policy Schedule** for the training or retraining of the **Insured Person's Spouse/Partner**, provided all expenses are incurred within twenty-four (24) months from the date of injury, unless otherwise agreed by **Us**.

Spouse/Partner Accidental Death Benefit

If the **Insured Person's Spouse/Partner** (who is not **Accompanying** them on the Journey) dies as a result of an **Accident** during the **Policy Period**, **We** will pay the lump sum benefit shown in the **Policy Schedule**.

Dependent Child Supplement

If an **Insured Person** dies due to **Accidental Death** during a Journey and is survived by Dependent Children, **We** will pay the amount shown in the **Policy Schedule** for each surviving Dependent Child, subject to a maximum payment per family as shown in the **Policy Schedule**.

Orphaned Benefit

If both an **Insured Person** and their **Accompanying Spouse/Partner** die due to the same **Accident** and are survived by Dependent Children, **We** will pay the amount shown in the **Policy Schedule** for each child, subject to a maximum payment per family as shown in the **Policy Schedule**, in addition to any benefit payable under Dependent Child Supplement.

Domestic Help Expenses for Accompanying Spouse

If an **Accompanying Spouse/Partner** sustains a **Bodily Injury** during a Journey that renders them unable to perform their usual domestic duties, **We** will pay up to the amount shown in the **Policy Schedule** for a maximum of 12 weeks for domestic help, excluding services provided by a **Close Relative**.

Premature Birth/Miscarriage Benefit

If an **Insured Person** sustains a **Bodily Injury** during a Journey that results in premature childbirth (before 32 weeks gestation) or miscarriage, **We** will pay the amount shown in the **Policy Schedule**.

Modification Expenses

If an **Insured Person** sustains a **Bodily Injury** that results in a benefit under Events 2 or 3, **We** will reimburse up to the amount shown in the **Policy Schedule** for actual costs incurred to modify the **Insured Person's** home or vehicle, or relocate to a more suitable home, provided that the modification or relocation is medically necessary.

Unexpired Membership Benefit

If a **Bodily Injury** prevents an **Insured Person** from participating in any pre-paid sports or gym activities, **We** will refund unused membership fees up to the amount shown in the **Policy Schedule**, provided no other refund or credit is offered by the membership provider.

Chauffeur Services

If an **Insured Person** sustains a **Bodily Injury** or **Sickness** during a Journey that results in a benefit under Events 20, 21, 27, or 28, and they are unable to drive or use public transport, **We** will reimburse up to the amount shown in the **Policy Schedule** for transport services.

Executor Emergency Cash Advance

If an **Insured Person** dies due to an **Accidental Death** on a Journey, **We** will provide an emergency cash advance of the amount shown in the **Policy Schedule** to the executor of the **Insured Person's** estate, while the estate is being arranged. This amount will be deducted from any subsequent benefit payment for **Accidental Death**.

Accommodation and Transport Expenses

If an **Insured Person** is hospitalised more than 100 kilometers from their normal place of residence due to a **Bodily Injury** sustained during a Journey, **We** will reimburse up to the amount shown in the **Policy Schedule** for actual and reasonable transport and/or accommodation expenses incurred by their **Spouse/Partner**, Dependent Children, or **Parent** (if the **Insured Person** is a Dependent Child).

Education Fund Benefit

If an **Insured Person** dies due to **Accidental Death** on a Journey, **We** will reimburse the **Insured Person's** estate for incurred school or university fees for each surviving Dependent Child up to the amount shown in the **Policy Schedule** per child, with a maximum payment per family up to the amount shown in the **Policy Schedule**.

Out of Pocket Expenses

If an **Insured Person** sustains a **Bodily Injury** during a Journey that results in additional out-of-pocket expenses such as medical aids, local transportation (not in an ambulance) for medical treatment, or other non-medical costs like clothing and non-medical equipment, **We** will reimburse up to the amount shown in the **Policy Schedule**, provided these expenses are not covered elsewhere under the **Policy**.

Student Tutorial Costs

If an **Insured Person** who is a full-time student is unable to attend their registered classes due to a **Bodily Injury** sustained on a Journey, **We** will reimburse the cost of necessary home tutorial services up to the amount shown in the **Policy Schedule**, provided the services are not performed by **Close Relatives** or those living with the **Insured Person**.

Childcare Benefit

If an **Insured Person** sustains a **Bodily Injury** on a Journey that results in a benefit under Events 2 to 9(a), **We** will reimburse up to the amount shown in the **Policy Schedule** for childcare services by a registered provider, but only for additional costs that would not have otherwise been incurred.

Replacement Staff/Recruitment Costs

If an **Insured Person** sustains a **Bodily Injury** on a Journey that is likely to result in a valid claim for **Accidental Death** or **Permanent Total Disablement**, **We** will reimburse the **Insured** for reasonable recruitment costs up to the amount shown in the **Policy Schedule** to replace the **Insured Person's** role, provided recruitment starts within sixty (60) days of the Event.

Air or Road Rage Benefit

If an **Insured Person** sustains a **Bodily Injury** due to being the victim of an Air or Road Rage Incident during a Journey, **We** will pay the amount shown in the **Policy Schedule**.

Carjacking Assault Benefit

If an **Insured Person** sustains a **Bodily Injury** due to being the victim of a **Carjacking Incident** during a Journey, **We** will pay the amount shown in the **Policy Schedule**.

Reconstructive or Cosmetic Surgery Benefit

If an **Insured Person** sustains a **Bodily Injury** during a Journey that necessitates reconstructive or cosmetic surgery, and a benefit is paid under Events 2 to 19, **We** will pay an additional 10% of the benefit amount, up to the amount shown in the **Policy Schedule**. This benefit is only payable once per **Accident** and will be reduced by any amounts paid under Events 22 to 26 for the same **Accident**.

Terrorism Injury Benefit

If an **Insured Person** sustains a **Bodily Injury** as a result of a **Terrorism Event** on a Journey, and a benefit is payable under Events 1 to 9(a), **We** will pay an additional benefit of the amount shown in the **Policy Schedule**. The total amount payable for all claims arising from any one event or series of related events during any one **Policy Period** is subject to an Aggregate Limit as shown in the **Policy Schedule**.

DEFINITIONS APPLICABLE TO SECTION B

These definitions apply to Section B in addition to the General Definitions applying to all sections of the **Policy**.

Air or Road Rage Incident means a violent physical act that occurs while the **Insured Person** is a passenger on an aircraft or occupying a motor vehicle designed for public roadway use. This act must be deliberately committed by an individual who is neither: a) an **Insured Person**; nor b) a **Close Relative** of the **Insured Person**.

Benefit Period means the maximum period of time for which a weekly benefit payment may be paid to or for the benefit of an **Insured**.

Complete Fracture means a fracture in which the bone is completely broken into separate pieces.

Excess Period means the period of time stated in the **Policy Schedule** immediately following an **Event** giving rise to a claim, during which no benefits are payable for **Temporary Total Disablement** or **Temporary Partial Disablement**.

Insured Event(s) means the **Event(s)** described in the Table of **Insured Events** set out in 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 cracks in the bone.

Hand means the entire hand below the wrist.

Limb means the entire arm from the shoulder to the **Hand** or the entire leg from the hip to the **Foot**.

Loss means in connection with:

- a. a **Limb, Permanent** physical severance of the **Limb** 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;
- d. speech, total and **Permanent** loss of the ability to speak;
- e. **Hand, Foot, Finger, Thumb** or **Toe, Permanent** physical severance of the **Hand, Foot, Finger, Thumb** or **Toe** or **Permanent** loss of use of the **Hand, Foot, Finger, Thumb** or **Toe**,
and which in each case is caused by **Bodily Injury**.

Other Fracture means any fracture not otherwise defined.

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

Permanent means lasting at least twelve (12) consecutive months and at the expiry of that period, in the opinion of a **Doctor**, is unlikely to improve.

Permanent Total Disablement means where in the opinion of a **Doctor**, an **Insured Person**:

- a. who is employed, is unable to entirely and continuously engage in any occupation or employment for which the **Insured Person** is suited by reason of education, training, experience, or skill; or
- b. who is not employed, is unable to engage in any and every occupation for the remainder of the **Insured Person's** life, and is under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

Quadriplegia means the **Permanent** loss of use of both arms and both legs.

Severe Cognitive Impairment means the **Insured Person** is diagnosed by a **Doctor** with a mental disorder directly caused by major head trauma from a **Bodily Injury**. The **Doctor** must determine that this condition **Permanently** prevents the **Insured Person** from performing at least two of the following specified activities independently:

- a. Bathing – The **Insured Person's** ability to bathe themselves, whether by cleaning in the bath or shower (including entering or exiting the bath or shower) or by using alternative methods.
- b. Dressing – The **Insured Person's** ability to dress and undress themselves, including securing and unfastening all clothing and necessary braces, artificial limbs, or other surgical devices.
- c. Feeding – the **Insured Person's** ability to eat independently once food has been prepared and served.
- d. Toileting – the **Insured Person's** ability to use the toilet (with or without aids) or manage bowel and bladder function to maintain an acceptable level of personal hygiene

Mobility – the **Insured Person's** ability to navigate their environment, whether by walking, using a wheelchair, or with the assistance of a walking aid (including mechanical or motorised devices).

Simple Fracture means a break in the bone that does not involve a break in the skin and has no significant displacement or fragmentation.

Temporary Partial Disablement means where in the opinion of a **Doctor**:

- a. if the **Insured Person** continues to be employed by the **Insured**, the **Insured Person** is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in more than a twenty-five (25%) percent loss of income earned prior to the relevant Injury; or

- b. if the **Insured Person** ceases to be employed by the **Insured**, the **Insured Person** is temporarily unable to engage in at least twenty-five (25%) percent of any occupation for which they may be suited by way of their education, training or experience, and is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means where in the opinion of a **Doctor**:

- a. if the **Insured Person** continues to be employed by the **Insured**, the **Insured Person** is temporarily unable to entirely and continuously engage in any aspect of their usual occupation or any of their business duties; or
- b. if the **Insured Person** ceases to be employed by the **Insured**, the **Insured Person** is temporarily unable to entirely and continuously engage in any occupation for which they may be suited by way of their education, training or experience, and is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Tooth/teeth means a sound and natural **Permanent** tooth but does not include first or baby teeth, implants, prostheses or other dental restorations.

CONDITIONS APPLICABLE TO SECTION B

These conditions apply to Section B in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Highest Applicable Benefit:** Benefits will not be payable for more than one of the **Insured** Events 1-19 arising from the same **Bodily Injury**. In such cases, the highest applicable benefit will be paid.
- b. **Reduction of Benefits:** Any benefit payable for **Insured** Events 1-19 will be reduced by any benefit paid or payable under Event 20 or 21 in respect of the same **Bodily Injury**.
- c. **Limit on Weekly Benefits:** No weekly benefits will be payable under Events 20, 21, 27, or 28 for more than 156 weeks in total for any one (1) **Bodily Injury** or **Sickness**, unless otherwise stated in the **Policy Schedule**.
- d. **Single Event Coverage:** Benefits will not be payable for more than one of the benefits described in Section C, Table 3 for **Insured** Events 22-26 or in Section E, Table 5 for **Insured** Events 29-32 for any single **Bodily Injury** or **Sickness**.
- e. **Daily Benefits for Partial Weeks:** We will pay one-fifth (1/5th) of the weekly benefits for each day of disablement if the disablement lasts for less than a week, after the expiry of the **Excess** period for **Insured** Events 21 and 28.
- f. **Coordination of Benefits:** Weekly benefits payable for **Insured** Events 20, 21, 27, or 28 will be reduced by the amount of any other weekly benefit the **Insured Person** is entitled to receive under statutory workers' compensation or transport **Accident** schemes, legislation, or any other insurance **Policy** specifically covering the same risk.
- g. **Recurrence of Events:** If the **Insured Person** suffers a recurrence of **Insured** Events 20, 21, 27, or 28, the subsequent period of disablement will be considered a continuation of the prior period unless the **Insured Person** has held full-time work for at least 26 consecutive weeks between such periods.
- h. **Salary-Based Benefits:** If the benefit payable under **Insured** Events 1-19 is linked to **Salary**, the actual benefit for an **Insured Person** or **Spouse/Partner** not earning a **Salary** will be limited to the lesser of the maximum sum **Insured** on the schedule or \$250,000.
- i. **Payment Schedule:** All weekly benefits will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional benefit of this **Policy** applies.
- j. **Payment of Benefits:** Unless an **Insured Person** directs otherwise, all benefits will be paid to the **Insured Person**, or, in the case of death, to the **Insured Person's** legal representative.

EXCLUSIONS APPLICABLE TO SECTION B

These exclusions apply to Section B in addition to the General Exclusions applying to all sections of the **Policy**.

- a. **Journey Advice:** No benefits are payable if a Journey is undertaken against the advice of a **Doctor**, when the **Insured Person** is unfit to travel, or if the purpose of the Journey is to seek medical attention for a **Pre-Existing Medical Condition**.
- b. **Age Limit:**
 - No benefits are payable for **Insured** events 2, 20, 21, 27, or 28, or for **Death by Specified Causes**, for any **Insured Person** aged seventy-five (75) years or older.
 - For **Insured Persons** aged eighty (80) but under eighty-five (85), any benefit payable for Events 1-19 will be limited to the lesser of the sum **Insured** shown on the **Policy Schedule** or \$500,000, unless otherwise specified.
 - For **Insured Persons** aged eighty-five (85) but under ninety (90), any benefit payable for Events 1-19 will be limited to the lesser of the sum **Insured** shown on the **Policy Schedule** or \$250,000, unless otherwise specified.
 - For **Insured Persons** aged ninety (90) or older, any benefit payable for Events 1-19 will be limited to the lesser of the sum **Insured** shown on the **Policy Schedule** or \$25,000, unless otherwise specified.
- c. **Pregnancy & Childbirth:** No cover is provided for **Insured** events 27 or 28 for any **Sickness** wholly or partly related to childbirth or pregnancy, except in the case of unexpected medical complications or emergencies arising from it.
- d. **Pre-Existing Medical Condition:** No cover is provided for any Event(s) or benefits directly or indirectly related to a **Pre-Existing Medical Condition**.
- e. **Dependent Child(ren) Limit:** For each Dependent Child aged eighteen (18) years or under at the time of loss:
 - Cover under Event 1 or Death by Specified Causes is limited to a maximum of \$25,000; and
 - Cover under Events 2 to 19 is limited to a maximum of \$250,000.

Emergency Assistance and Support

Travel can bring unexpected challenges, from medical emergencies to security concerns. With 24/7 access to assistance, you're never far from expert advice and support. Whether it's handling urgent medical situations, navigating travel disruptions, or responding to security threats, help is always available when you need it most.

SECTION C – DELTA ASSISTANCE

If an Insured Person is on a Journey during the Policy Period and requires urgent assistance, Delta Assistance provides comprehensive 24/7 support through Healix Medical and Security Assistance Services. Assistance is available by phone at +61 7 3164 9530 (reverse charges accepted worldwide) or via email at deltaunderwriting@healix.com. These services cover medical, security, and travel emergencies to ensure swift and effective support. Contact details are also provided in your Policy Schedule.

When calling Delta Assistance, the following options are available:

24/7 General Travel Assistance

For support with:

- information on visa requirements and extensions;
- guidance on lost or stolen passports, travel documents, credit cards, or luggage;
- assistance in the event of missed or cancelled travel connections;
- locating nearby embassies or consulates;
- language support, including translation and interpreting services; and
- communication support to notify employers, friends, or family members.

24/7 Medical Assistance

For direct access to:

- immediate consultation with medical professionals for advice and assistance;
- coordination of emergency medical care, including ongoing monitoring and support;
- referrals to suitable, nearby medical facilities;
- arranging hospital admissions, emergency evacuations, and repatriations;
- payment guarantees for hospital or medical expenses;
- medication or medical supply dispatch; and
- communication support with your personal doctor and family members.

24/7 Security Assistance

For security-related support, including:

- consultation with security experts for any safety or security concerns;
- on-the-ground assistance and evacuation support in cases of civil unrest, natural disasters, or terrorist incidents; and
- assistance if personal data or identity has been compromised due to a breach.

Delta Assistance ensures that Insured Persons have the resources and guidance needed to manage and resolve emergencies effectively, providing continuous support wherever they are in the world.

Travel Disruptions and Losses

Cancelled trips, lost luggage, or stolen documents can create significant disruptions. Financial protection is offered to help you recover from such setbacks, covering pre-paid expenses, additional travel costs, and lost or damaged personal belongings, ensuring unforeseen circumstances don't derail your journey.

SECTION D – CANCELLATION AND DISRUPTION

Cancellation and Curtailment

If an **Insured Person** is on a Journey during the **Policy Period** and:

- a. The **Insured Person**:
 - i. is unable to continue their Journey as planned due to their unexpected death, injury, or **Sickness**, certified by a **Doctor**; or
 - ii. must return to their **Country of Residence** due to the unexpected death or serious injury or **Sickness** of a Relative, Close Business Associate, or **Accompanying** Person, provided the individual is under 85 years of age, and a **Doctor** recommends such travel; or
 - iii. is unable to continue their Journey or must return to their **Country of Residence** due to unforeseen circumstances outside the control of the **Insured** or **Insured Person**, and
- b. It becomes necessary to cancel, alter, or curtail their travel; and
- c. As a result of one of the circumstances in (a), the **Insured Person** incurs:
 - i. loss of travel arrangements paid in advance by the **Insured** or **Insured Person**;
 - ii. reasonable unanticipated additional expenses;
 - iii. forfeited travel or accommodation expenses; or
 - iv. out-of-pocket expenses.

We will reimburse the **Insured** or **Insured Person** up to the amount shown in the Schedule for those travel arrangements or expenses, subject to the exclusions and other provisions outlined below.

Loss of Deposits

If an **Insured Person** has planned a Journey during the **Policy Period** and:

- a. The **Insured Person**:
 - i. is unable to commence their Journey as planned due to their unexpected death, injury, or **Sickness**, certified by a **Doctor**;
 - ii. must cancel their Journey due to the unexpected death or serious injury or **Sickness** of a Relative, Close Business Associate, or **Accompanying** Person, provided they are under 85 years of age; or
 - iii. is unable to commence or must cancel their Journey due to unforeseen circumstances outside their control, and
- b. It becomes necessary to cancel or alter their travel; and
- c. As a result, the **Insured Person** incurs a loss of travel or accommodation arrangements paid in advance.

We will reimburse the **Insured** or **Insured Person** up to the amount shown in the Schedule for the loss, subject to the applicable exclusions and provisions.

ADDITIONAL BENEFITS

Reward Points

If travel or accommodation purchased with frequent flyer or similar reward points is cancelled or curtailed due to unforeseen circumstances beyond the control of the **Insured Person**, **We** will reimburse the retail value of the tickets or bookings up to the amount shown in the **Policy Schedule**, provided the points are not recoverable from another source.

Overbooked Flight

If an **Insured Person** is denied boarding on a confirmed scheduled flight due to overbooking and no alternative transport is provided within eight (8) hours, **We** will reimburse up to the amount shown in the **Policy Schedule** for alternative travel arrangements, reduced by any compensation received from the carrier.

Pet Boarding Expenses

If an **Insured Person's** Journey is delayed by more than twenty-four (24) hours due to unforeseen circumstances, **We** will reimburse up to the amount shown in the **Policy Schedule**.

Missed Transport Connection

If an **Insured Person** misses a transport connection due to unforeseen circumstances and is likely to miss an officially scheduled meeting or conference that cannot be delayed, **We** will reimburse necessary extra expenses for alternative transport up to the amount shown in the **Policy Schedule**, reduced by any compensation received from the carrier.

CONDITIONS APPLICABLE TO SECTION D

These conditions apply to Section D in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Notification: We** or **Delta Assistance** (+61 7 3164 9530) must be informed as soon as practicable if additional Travel or Accommodation Expenses are likely to exceed \$5,000. Failure to notify may result in limited reimbursement.
- b. **Resolution With Assistance:** The **Insured** and/or **Insured Person** must, where reasonably practicable, consult **Delta Assistance** before attempting to resolve issues such as cancellations or accommodation. Failure to do so may affect the reimbursement of expenses.
- c. **Greater Expense Payable:** If both additional and forfeited expenses are incurred for the same occurrence (e.g., forfeiting prepaid accommodation and incurring additional costs for new accommodation) during the same Journey, only the greater of the two amounts will be reimbursed under this **Policy**.
- d. **Limitations for Leisure Travel Over Age 85:** Any loss arising from associated or pure leisure travel for an **Insured Person** who has attained the age of 85 at the time of the claim or occurrence shall be limited to \$5,000.
- e. **Refund Recovery:** The **Insured** or **Insured Person** is required to take all reasonable steps to recover any refunds, credit notes, or vouchers to which they are entitled. Any amounts recovered shall be deducted from the claim.
- f. **Document Retention:** The **Insured** and the **Insured Person** must retain all relevant documents, such as receipts, booking confirmations, statements, and medical certificates, to support any claim.

EXCLUSIONS APPLICABLE TO SECTION D

These exclusions apply to Section D in addition to the General Exclusions applying to all sections of the **Policy**.

We will not be liable for any expenses or losses under this Section if:

- a. **Journey Undertaken Against Advice:** The Journey is undertaken:
 - i. Against the advice of a **Doctor** or when the **Insured Person** is unfit to travel; or
 - ii. For the purpose of seeking medical attention for a **Pre-Existing Medical Condition**.
- b. **Terminal Condition:** The expenses relate directly or indirectly to a terminal medical condition diagnosed by a **Doctor** prior to the Journey being booked.
- c. **Specific Losses:** The loss arises from:
 - i. The cancellation, curtailment, or diversion of scheduled public transport services, including strikes or industrial action, where a published warning existed prior to the Journey being booked;
 - ii. Delays or cancellations caused by a carrier where the expenses are recoverable from the carrier or other sources;
 - iii. Errors or omissions in booking arrangements, or failure to obtain necessary visas, passports, or Travel Documents;
 - iv. Business, financial, or contractual obligations of the **Insured** or any other person;
 - v. A change of plans or disinclination to undertake the Journey by the **Insured** or **Insured Person**;
 - vi. The inability of any travel provider, wholesaler, or agent to fulfil arrangements due to a deficiency in the number of travellers;
 - vii. The financial default or insolvency of any travel or accommodation provider, wholesaler, or booking agent.
- d. **Pre-Existing Medical Conditions:** The loss involves a relative, business associate, or **Accompanying** person who, at the time of booking, had a life-threatening medical condition, had received treatment for such a condition within 30 days prior to booking, or was awaiting hospitalisation or surgery.
- e. **No Financial Loss:** No financial loss has occurred, including loss of enjoyment.

SECTION E – LUGGAGE, PERSONAL EFFECTS AND TRAVEL DOCUMENTS

If, whilst on a Journey during the **Policy Period**:

- a. The **Insured Person** sustains loss, theft, or damage to their luggage, personal effects, business property, electronic equipment, money, or travel documents, **We** will reimburse **the Insured Person** for such loss, theft, or damage up to the amounts shown in the **Policy Schedule** under Section E, subject to any applicable **Excess**; and/or
- b. The **Insured Person's** luggage, personal effects, or business property is delayed, mislaid, or misdirected by a carrier for more than eight (8) consecutive hours, **We** will reimburse reasonable expenses incurred in purchasing essential replacement clothing and toiletries, up to the amount shown in the **Policy Schedule** under Section E, Deprivation of Baggage.

DEFINITIONS APPLICABLE TO SECTION E

These definitions apply to Section E in addition to the General Definitions applying to all sections of the **Policy**.

Business Property means office equipment, business documentation, plans, stationery, and other instruments belonging to the **Insured** or **Insured Person** that are used for business purposes. This includes the cost of reproducing such documents but excludes any associated research, development, or travel costs.

Electronic Equipment means any computers (including laptops, notebooks, and tablets), mobile phones, global positioning devices (excluding luggage tracking devices like Apple Airtags), personal music, recording, or gaming devices, cameras, drones, wearable electronic devices, and other electronic items of a similar nature, intended for either personal or business use. This also includes any other electronic devices deemed appropriate by **Us**.

Loss means items that are unrecoverable due to circumstances beyond the control of the **Insured** or **Insured Person**.

Luggage and Personal Effects means personal property owned by the **Insured** or **Insured Person**, or for which the **Insured Person** is legally responsible, taken on or acquired during the Journey. This includes, but is not limited to:

- travel documents such as passports, visas, driver's licenses, birth certificates, insurance documents;
- electronic and office equipment;
- clothing, accessories, toiletries, and other personal or wearable items.

However, Luggage and Personal Effects does not include household furniture or effects unless purchased by the **Insured Person** during the Journey.

Money means coins, bank notes, money orders, travellers' cheques, cheques, letters of credit, automatic teller machine cards, credit or debit cards, and petrol or other coupons in the possession or control of the **Insured** or **Insured Person**. Money does not include payment services or facilities accessed through a computer system.

CONDITIONS APPLICABLE TO SECTION E

These conditions apply to Section E in addition to the General Conditions applying to all sections of the **Policy**.

- Reasonable Precautions:** The **Insured Person** must take all reasonable precautions for the safety, protection, and supervision of their Baggage, Business Property, Electronic Equipment, Money, and Travel Documents.
- Reporting Losses:** Any loss, theft, or damage to Baggage, Business Property, Electronic Equipment, Money, or Travel Documents must be reported to the police or transport carrier as soon as practicable. Written confirmation from the carrier or relevant authorities must be obtained, and where reasonably practicable, included in a claim.
- Money Coverage:** Cover for Money commences at the time of collection from a financial institution or 72 hours before the Journey, whichever is later, and ends 72 hours after the **Insured Person's** return to their **Country of Residence**.
- Substantiation of Loss:** Claims for lost or stolen property must be substantiated by receipts, proof of purchase, or withdrawal confirmations for Money. Loss of ATM cards, credit cards, or other financial documents must be reported to the issuing authority, with appropriate cancellation measures taken.
- Insurer's Rights:** If **We** pay for a claim under this Section, **We** reserve the right to take possession of the damaged or lost property and settle the claim by either repair, replacement with equivalent items, or payment in cash for the value of the property. The decision to repair, replace, or pay is at **Our** discretion.

f. **Limits on Claims:**

- i. The maximum amount **We** will pay for any one item, set, or pair of items is limited to the amount shown in the **Policy Schedule** under “Any One Item Limit”.
- ii. The maximum reimbursement for unauthorised or fraudulent use of Money or Travel Documents is limited to \$5,000.

g. **Electronic Equipment:** For lost or stolen phones or tablets, **We** will reimburse the cost of a replacement device only. In the event of mobile phone loss, the **Insured Person** must report the loss to the service provider and provide confirmation of the device being blocked via the IMEI number.

h. **Consent for Claims:** Where prior written consent is required for specific costs or expenses under this Section, failure to contact **Us** and obtain approval before incurring such costs may limit or invalidate the claim.

EXCLUSIONS APPLICABLE TO SECTION E

These exclusions apply to Section E in addition to the General Exclusions applying to all sections of the **Policy**.

We will not be liable for any expenses or losses under this Section if:

- a. **Confiscation:** Items are confiscated by customs or lawful authorities due to unlawful possession or use.
- b. **Recoverable Losses:** The loss, theft, or damage is recoverable from another source.
- c. **Shipped or Sent Items:** Items were shipped under a freight agreement or sent by postal/courier services.
- d. **Vehicle and Accessories:** Loss or damage to vehicles or accessories, except for keys.
- e. **Sporting Equipment:** Sporting equipment or bicycles are damaged while in use.
- f. **Wear and Tear:** Loss is caused by wear and tear, gradual deterioration, atmospheric conditions, or infestations.
- g. **Mechanical Failure:** Loss or damage results from mechanical or electrical failure of any item.
- h. **Cleaning or Alteration:** Loss is caused by cleaning, restoring, repairing, or altering items.
- i. **Fragile Items:** Fragile or brittle items are scratched or broken, unless caused by negligence.
- j. **Unattended Items:** Electronic Equipment, jewellery, or watches were left unattended, except when securely locked in a building or vehicle, or during emergencies.
- k. **Money and Travel Documents:** Loss results from devaluation, or exceeds currency regulations at the time of the journey’s commencement.
- l. **Electronic Equipment:** The loss affects software or electronic data.
- m. **Identity Theft:** The loss is related to identity theft involving items fraudulently purchased, any business-related identity theft, or unauthorised charges contested due to quality of goods or services. This also includes losses due to family members living at the **Insured Person’s** home, or unauthorised electronic transactions. Additionally, claims are excluded if the **Insured Person** has not reported the theft to the police and cannot provide a police report as reasonably practicable.

Vehicle and Liability Coverage

Whether renting a car or facing unexpected incidents on the road, protection is provided for rental vehicle excess and personal liability. Costs related to vehicle damages or third-party claims are covered, shielding you from financial burdens arising from accidents or incidents during your Journey.

SECTION F – HIRE CAR AND PERSONAL VEHICLE EXCESS COVERAGE

Hire Car Coverage:

If an **Insured Person** is on a Journey during the **Policy Period** and hires a Rental Vehicle that is damaged, stolen, or involved in a collision whilst under their control, **We** will reimburse the **Insured Person** up to the amount specified in the **Policy Schedule** for:

- The **Excess** under the rental agreement for damage or theft of the vehicle, including third-party liabilities. If the repair or replacement costs are lower than the **Excess**, **We** will only reimburse the actual costs incurred; and
- Any reasonable additional expenses incurred for returning the vehicle, up to \$1,000, if unforeseen circumstances prevent the **Insured Person** from fulfilling the hire contract due to a covered event under this **Policy**.

Coverage begins 24 hours before the Journey and ends 24 hours after its conclusion. The hire car is covered while in the control of the **Insured Person**, from the time they take possession until it is returned to the rental agency.

Personal Vehicle Coverage:

If an **Insured Person** is on a Journey during the **Policy Period** and uses their own vehicle for business purposes, and the vehicle is involved in a collision while under the **Insured Person's** control, **We** will reimburse the **Insured Person** for:

- a. the motor vehicle insurance policy **Excess** or actual repair costs if lower, up to a maximum of \$2,000;
- b. any cumulative loss of no-claim bonus on the motor vehicle policy;
- c. \$500 per week for the cost of hiring a similar vehicle in the event of total loss of use due to the collision;
- d. reasonable towing costs directly related to the collision, up to \$1,000; and
- e. accommodation expenses of up to \$250 per night, to a maximum of \$1,000, if the collision occurs more than 100km from the **Insured Person's** usual residence.

The maximum amount **We** will reimburse under Personal Vehicle Coverage, inclusive of all benefits listed above, is capped at \$5,000 per incident.

DEFINITIONS APPLICABLE TO SECTION F

These definitions apply to Section F in addition to the General Definitions applying to all sections of the **Policy**.

Rental Vehicle means a rented sedan, station wagon, hatchback, four-wheel drive (4WD), or other non-commercial vehicle (excluding motorcycles, mopeds, campervans, trucks, or trailers) hired from a licensed motor vehicle rental company. This vehicle must be rented for the sole purpose of transporting the **Insured** or **Insured Person** on public roadways in accordance with the rental agreement and does not include any other vehicle or use.

Rental Vehicle Excess means the amount the **Insured** or **Insured Person** is legally liable to pay under the rental vehicle hiring agreement and/or the associated comprehensive motor insurance policy if the rental vehicle is stolen, damaged, or involved in a collision during the rental period. This applies only to costs arising from events covered or coverable under the terms of the rental agreement and associated comprehensive motor insurance.

CONDITIONS APPLICABLE TO SECTION F

These conditions apply to Section F in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Compulsory Insurance for Rental Vehicles:** The **Insured Person** must take all compulsory motor vehicle insurance provided by the licensed rental/hire company to cover loss or damage during the rental period. Additional **Excess** buyback insurance is not required if the compulsory insurance is taken.
- b. **Compliance with Rental Agreement:** The **Insured Person** must comply with all conditions of the rental agreement and the associated comprehensive motor insurance policy during the rental period.
- c. **Valid Driver's Licence:** The **Insured Person** must hold a valid driver's licence for the country in which the Rental or Personal Vehicle is driven.
- d. **Supporting Documentation for Claims:** In the event of a claim, the **Insured Person** must provide:
 - i. For **Rental Vehicles:** A copy of the signed rental agreement, showing the rental vehicle **Excess**, and a copy of the comprehensive insurance policy for the rental vehicle.
 - ii. For **Personal Vehicles:** Receipts for the claim amount or **Excess** paid, evidence from the **Insured Person's** motor vehicle insurer stating the amount of **Excess** paid, and any loss of no-claim bonus, including a copy of the last insurance renewal notice.
- e. **Exclusions for Towing Expenses:** Towing expenses will not be covered if the rental agreement, personal vehicle insurance, or roadside assistance covers these costs.

EXCLUSIONS APPLICABLE TO SECTION F

We will not be liable for any expenses or losses under this Section if:

- a. **Illegal or Criminal Use:** The Rental Vehicle or personal motor vehicle is used for any illegal or criminal purpose, including use that violates the rental agreement or insurance policy.
- b. **Driving Under Influence:** The vehicle is driven by the **Insured Person** or any person under their consent while under the influence of alcohol or drugs not prescribed by a **Doctor**, or with a blood alcohol level exceeding the legal limit of the location in which the vehicle is being driven.
- c. **No Valid License:** The vehicle is operated without holding a valid driver's licence for the country in which the vehicle is being driven.
- d. **Not Comprehensively Insured:** The Rental Vehicle or personal vehicle is not comprehensively **Insured** during the rental or travel period.
- e. **Unsuitable Roads:** The vehicle is used on any road unsuitable for two-wheel-drive vehicles or on an unsealed surface, except where permitted under the rental agreement or insurance policy.
- f. **Incorrect Fuel:** The vehicle is involved in a loss or damage caused by filling it with the incorrect type of fuel, unless the rental agreement or motor vehicle insurance covers such loss.
- g. **Towing Expenses Covered Elsewhere:** Towing expenses are covered by the rental agreement or motor vehicle insurance policy.
- h. **Benefit Limit:** The maximum benefit for any claim is limited to the amount shown on the **Policy Schedule**.

SECTION G – PERSONAL LIABILITY

If an **Insured Person** is on a Journey during the **Policy Period** and becomes legally liable to pay damages as a result of **Bodily Injury** to any person or loss of or damage to tangible property caused by an **Accident**, **We** will indemnify the **Insured Person** against such damages, up to the amount shown on the **Policy Schedule**.

We will also pay for legal costs and expenses recoverable from the **Insured Person** and those incurred in defence with **Our** prior written consent. However, in respect of occurrences or legal proceedings in the United States of America, Canada, or territories under their jurisdiction, legal costs will be included within the limit shown on the **Policy Schedule**.

ADDITIONAL BENEFITS

Court Attendance

If the **Insured Person** is required to attend Court in connection with a valid claim under this Section, **We** will pay the **Insured Person** up to the amount shown in the **Policy Schedule** for each day they attend Court..

CONDITIONS APPLICABLE TO SECTION G

These conditions apply to Section G in addition to the General Conditions applying to all sections of the **Policy**.

- a. **No Admission Without Consent:** No admission of liability, offer, promise, or payment, and no legal costs or expenses, shall be incurred without **Our** prior written consent.
- b. **Handling of Claims:** **We** have full discretion in handling any proceedings involving the **Insured Person**, including the right to take over and conduct the defence or settlement of any claim.
- c. **Cooperation:** **We** will cooperate with the **Insured** and the **Insured Person** in a reasonable manner during the handling of any claim covered under this Section.
- d. **Final Settlement Payment:** **We** may, at any time, pay the amount shown in the **Policy Schedule** or any lesser amount for which the claim can be settled.
- e. **Pre-Approval Impact:** Where **Our** prior written consent is required for certain costs or expenses, failure to obtain such consent before incurring these costs may reduce or invalidate coverage.

EXCLUSIONS APPLICABLE TO SECTION G

We will not be liable for any expenses or losses under this Section if:

- a. **Bodily Injury to Insured Persons or Close Relatives:** The **Bodily Injury** is sustained by the **Insured Person** or any **Close Relative**.
- b. **Employment-Related Injury:** The **Bodily Injury** is to an **Insured Person** or **Employee** arising out of their employment.
- c. **Property Owned or Controlled by the Insured Person:** Any loss or damage to property owned by, or in the control of, the **Insured Person** or any relative.
- d. **Use of Motor Vehicles, Aircraft, or Watercraft:** The liability arises from the use or ownership of any mechanically propelled vehicle (except for golf buggies and motorised wheelchairs), aircraft, or watercraft.
- e. **Business or Professional Activities:** The liability is connected to the **Insured Person's** business, trade, profession, or professional advice.
- f. **Contractual Liability:** Liability arises solely from a contract, unless it would have arisen in the absence of such a contract.

- g. **Wilful or Malicious Acts:** The loss is a result of a wilful, malicious, or unlawful act by the **Insured Person**.
- h. **Alcohol or Drugs:** The **Insured Person** was under the influence of alcohol, psychoactive substances, or drugs not prescribed by a **Doctor** at the time of the incident.
- i. **Exemplary or Punitive Damages:** The liability includes any exemplary, punitive, or aggravated damages.

High-Risk Situations

Travelling in regions prone to high-risk situations such as kidnappings, hijacks, or political unrest brings unique challenges. Financial support and professional assistance are available in extreme situations, including ransom payments, emergency evacuations, and search and rescue operations, providing peace of mind in difficult times.

SECTION H – KIDNAP AND RANSOM/EXTORTION COVER

If an **Insured Person** is on a Journey during the **Policy Period** and is Kidnapped or the subject of Extortion, **We** will reimburse the **Insured** for:

- a. Extortion/Ransom Monies paid as a result of the Kidnap or Extortion, up to the amount shown on the **Policy Schedule** for Section H – Kidnap and Extortion Cover.
- b. Loss or destruction of Extortion/Ransom Monies during delivery by a person authorised by the **Insured** or **Insured Person**, provided the Kidnap or Extortion is covered under this Section.
- c. Reasonable costs incurred to retain independent security consultants for investigating, negotiating, or recovering the **Insured Person**, including payment of Extortion/Ransom Monies, provided **We** have given prior written consent for the use of such consultants.
- d. Expenses, as defined in the applicable definitions for this Section, directly resulting from the Kidnap or Extortion. These include, but are not limited to:
 - Payments for information leading to the arrest of those responsible for the Kidnap or Extortion.
 - Loan or transaction costs for arranging Extortion/Ransom Monies.
 - Travel and accommodation expenses related to the Kidnap or Extortion.
 - **Salary** payments for the victim and any temporary replacement **Employee**, subject to the conditions in the Expenses definition.
 - Travel costs for the **Insured Person** to reunite with their family or for a replacement **Employee**.
 - Interpreter fees and other reasonable and customary expenses as outlined in the Expenses definition.

All reimbursements are subject to the maximum amounts shown in the **Policy Schedule** for Section H – Kidnap and Extortion Cover and must be directly related to the Kidnap or Extortion.

For certain costs or expenses to be covered under this Section, **Our** prior approval is required (such approval will not be unreasonably withheld or delayed). Refer to the definition of Expenses for details on which costs require prior approval.

DEFINITIONS APPLICABLE TO SECTION H

These definitions apply to Section H in addition to the General Definitions applying to all sections of the **Policy**.

Expenses means any of the following reasonable costs incurred by the **Insured** or **Insured Person** as a direct result of a Kidnap or Extortion:

- a. Payments for information leading to the arrest of individuals responsible for the Kidnap or Extortion.
- b. Loan or transaction costs incurred to arrange Extortion or Ransom Monies.
- c. Travel and accommodation expenses incurred due to a Kidnap or Extortion.

4. **Salary** paid to the **Insured Person** who is the victim of Kidnap or Extortion until the earliest of:
 - 60 days after release;
 - The discovery of the death of the **Insured Person**;
 - 180 days after the last credible evidence that the **Insured Person** is still alive; or
 - 36 months if the victim has not been released.
5. Payments made to hire a temporary replacement Employee during the Kidnap, and for up to 30 days following the release, provided this does not exceed 12 months from the date of the Kidnap.
6. Personal financial loss suffered by the Insured Person as a result of Kidnap or Extortion.
7. Travel costs for the Kidnap victim to reunite with their immediate family after release, or for a replacement Employee to take over the victim's duties, with a one-way ticket (either of equivalent class or economy class, depending on the individual).
8. Fees and expenses for a qualified interpreter required during the Kidnap or Extortion event.
9. Any other reasonable and customary expenses incurred by the Insured with Our prior approval, such approval not to be unreasonably withheld or delayed.

Extortion means to intimidate by a threat or series of threats to Kidnap or cause **Bodily Injury** to the **Insured Person** or another individual.

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

Kidnap/Kidnapped means the illegal abduction and holding hostage of an **Insured Person** for the purpose of demanding Extortion/Ransom Monies as a condition of release.

CONDITIONS APPLICABLE TO SECTION H

These conditions apply to Section H in addition to the General Conditions applying to all sections of the Policy.

- a. **Confidentiality:** The **Insured** and each **Insured Person** must make all reasonable efforts to avoid disclosing the existence of this insurance.
- b. **Prior Approval for Expenses:** If prior written consent is required for specific costs or expenses, and the **Insured** has not sought **Our** approval before incurring these expenses (where reasonably practicable), **We** may reduce or decline to cover those expenses where **Our** rights have been prejudiced.

EXCLUSIONS APPLICABLE TO SECTION H

We will not be liable for any expenses or losses under this Section if:

- a. **Face-to-Face Surrender:** The loss results from the surrender of money or property during a face-to-face encounter involving threat, force, or violence, unless such money or property was Extortion/Ransom Monies stored or transported for paying a Kidnap or Extortion demand.
- b. **Long-Term Stay:** The Kidnap or Extortion occurs in a country where the **Insured Person** has **Permanently** resided or stayed for more than 180 consecutive days.
- c. **Fraudulent Acts:** The loss results from any fraudulent or dishonest act committed by the **Insured, Insured Person**, or any individual authorised to have custody of Extortion/Ransom Monies.

SECTION I – HIJACK AND DETENTION

If an **Insured Person** is on a Journey during the **Policy Period** and is either **forcibly detained due to a Hijack** or **detained by any government or lawful authority for any reason** (not otherwise excluded under this **Policy**) for more than 12 continuous hours, **We** will pay:

- a. A daily amount as shown on the **Policy Schedule** for each day of detention, up to the maximum number of days specified in the Schedule.
- b. **We** will also reimburse the **Insured Person** for legal expenses incurred due to detention, up to \$50,000, provided the **Insured Person** is not convicted of breaking any law of the country or state of detention.

All payments are subject to the limits specified in the **Policy Schedule**.

DEFINITIONS APPLICABLE TO SECTION I

These definitions apply to Section I in addition to the General Definitions applying to all sections of the **Policy**.

Detention/Detained means the involuntary restraint of an **Insured Person** through custody or confinement against their will.

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

Legal Expenses means the reasonable costs incurred by or on behalf of an **Insured Person** to engage a lawyer to represent the **Insured Person** as a result of being Detained. Legal Expenses do not include: a) the earnings of any **Insured Person**, or the cost of their time in investigating, pursuing, or defending any legal proceeding; and b) any internal corporate overheads of the **Insured**.

EXCLUSIONS APPLICABLE TO SECTION I

We will not be liable for any expenses or losses under this Section if:

- a. Detention Due to Illegal Activity: The **Insured Person** is detained for breaking the law of any country or state.

SECTION J – POLITICAL AND NATURAL DISASTER EVACUATION

If an **Insured Person** is on a Journey outside their **Country of Residence** during the **Policy Period** and:

- a. The **Insured Person** is forced to leave due to an official recommendation by local authorities for certain categories of people, including the **Insured Person**, to vacate the country due to security threats such as **War, Civil War**, civil unrest, or political instability.
- b. The government of the **Insured Person's Country of Residence** issues a travel warning advising certain categories of people, which includes the **Insured Person**, to leave that country due to safety concerns.
- c. It is advised or requested by officials of that country for categories of persons, including the **Insured Person**, to leave the foreign country due to safety concerns or political instability, or the **Insured Person** is expelled or declared persona non grata from that country.
- d. The **Insured Person's** property, plant, or equipment is subject to wholesale seizure, confiscation, or expropriation.
- e. A major natural disaster has occurred, necessitating the **Insured Person's** immediate evacuation to avoid the risk of injury or **Sickness**.

We will reimburse the following costs up to the amount shown in the **Policy Schedule**:

- f. The cost of an economy class airfare (or business class if originally purchased) for the **Insured Person's** return to their **Country of Residence** or the nearest place of safety.
- g. Reasonable accommodation costs for up to 21 days if the **Insured Person** is unable to return to their **Country of Residence**.

CONDITIONS APPLICABLE TO SECTION J

These conditions apply to Section J in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Prior Notification:** If an **Insured Person** requires evacuation, **Delta Assistance** must be contacted in advance to confirm cover. We will determine the **Insured Person's** destination, and travel arrangements will be made where possible.
- b. **Personal Responsibility:** The **Insured Person** must not knowingly endanger themselves or others and must possess the necessary experience and skills for the activities they are participating in.
- c. **Proportionate Expenses:** Expenses will only cover the **Insured Person's** share of search and rescue operations.
- d. **Rescue Costs:** Costs will be covered only until the **Insured Person** is recovered or search authorities deem the effort non-viable.
- e. **Written Confirmation:** A written statement from the rescue authorities must be provided in case of a claim.
- f. **Aggregate Limit:** The total liability for all claims under this Section during the insurance period will not exceed the limit stated on the **Policy Schedule**.

EXCLUSIONS APPLICABLE TO SECTION J

We will not be liable for any expenses or losses under this Section if:

- a. **Violation of Law:** The **Insured Person** fails to comply with the legal regulations of the country from which the evacuation or rescue is to take place, including violations of local laws that lead to their detention or arrest.
- b. **Visa/Permit Issues:** The **Insured Person** is unable to produce or maintain required visas, work permits, or residency documents for their stay in the foreign country, which leads to the need for evacuation.
- c. **Financial Causes:** Any loss arising from the **Insured Person's** financial difficulties, including debt, insolvency, repossession of property, or other financial disputes, is not covered.
- d. **Contractual Breach:** Evacuation or rescue is necessitated by the **Insured Person** failing to fulfil contractual obligations or terms in a license, permit, or visa, such as overstaying a visa or violating residency rules.
- e. **Evacuation from Country of Residence:** The **Insured Person** is evacuated from their own **Country of Residence**, which is excluded under this Section, as this **Policy** only covers evacuation from foreign countries.
- f. **Pre-existing Events:** If the circumstances that caused the evacuation—such as civil unrest, political instability, or natural disaster—were already present or were reasonably foreseeable prior to the **Insured Person** entering the country, the claim will not be covered.
- g. **Safety and Travel Warnings:** The **Insured Person** fails to follow local safety advice, ignores recommendations, or disregards travel warnings issued by relevant authorities to leave a country or area, continuing to stay despite warnings to evacuate.

SECTION K – SEARCH AND RESCUE EXPENSES

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

- a. known or suspected **Bodily Injury** or **Sickness**; or
- b. weather or safety conditions that could result in **Bodily Injury** or **Sickness**,

We will reimburse the **Insured** for the necessary and reasonable costs incurred by recognised rescue providers or police authorities to search for and bring the **Insured Person** to a place of safety, up to the amount shown on the **Policy Schedule**.

CONDITIONS APPLICABLE TO SECTION K

These conditions apply to Section K in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Notification:** **We** must be informed as soon as reasonably practicable of any emergency that may give rise to a claim.
- b. **Local Safety Advice:** The **Insured Person** must comply with local safety advice and follow relevant recommendations at the time.
- c. **Endangerment:** The **Insured Person** must not knowingly endanger their life or others and should not engage in activities beyond their skill level.
- d. **Expense Proportion:** Only the **Insured Person's** proportion of the search and rescue operation will be covered.
- e. **Coverage Duration:** Costs are covered until the **Insured Person** is recovered or authorities deem continuing the search no longer viable.
- f. **Documentation:** A written statement from the rescue authorities must be provided within a reasonable timeframe following the event.
- g. **Overlapping Sections:** If the event falls under another section (e.g., Kidnap and Ransom, Hijack and Detention), any benefits paid will be in addition to those under this section.

Work-Related Coverages

For employees travelling on business, comprehensive protection is provided. From work-related injuries to costs associated with sending replacement staff, these coverages ensure business continuity, even when unexpected events impact employees during their travel assignments.

SECTION L – EXTRA TERRITORIAL WORKERS’ COMPENSATION

If an **Insured Person** is on a Journey during the **Policy Period** and suffers **Accidental Death, Bodily Injury, or Sickness**, **We** will indemnify the **Insured** for:

- a. The difference between the benefits payable by the **Insured** and what the **Insured Person** or their dependents are entitled to claim under applicable workers’ compensation insurance.
- b. The difference between the damages and legal costs payable by the **Insured** and the indemnity available under the required workers’ compensation insurance, except where entitlement arises solely under statute.

Limits of Liability:

The indemnity under this Section is limited to the amounts shown in the **Policy Schedule**:

- a. **Weekly Benefits:** The maximum limit of weekly compensation for each **Insured Person**.
- b. **Damages, Costs, and Expenses:** The total limit for all compensation, damages, and costs arising from any one (1) **Accident**.
- c. **Aggregate Limit of Liability:** The aggregate total for all compensation, damages, and expenses for all events and **Accidents** during the **Policy Period**.

Any benefits payable under other sections, such as Personal **Accident** and **Sickness** or Medical, Evacuation, and Additional Expenses, will be reduced by the amount payable under this Section for the same event.

CONDITIONS APPLICABLE TO SECTION L

These conditions apply to Section L in addition to the General Conditions applying to all sections of the **Policy**.

The **Insured** must:

- a. **Provide Information:** Provide **Us** with all relevant information and documentation regarding a claim, such as medical reports, injury forms, and any documents from the workers’ compensation insurer or other insurers that are reasonably required by **Us**.
- b. **Authorise Access:** Authorise **Us** to access files and information held by the workers’ compensation insurer, to the extent that the files are accessible by the **Insured**.

EXCLUSIONS APPLICABLE TO SECTION L

We will not be liable for any expenses or losses under this Section if:

- c. **Exemplary, Punitive, or Aggravated Damages:** The claim involves any form of exemplary, punitive, or aggravated damages, which are not covered under this Section.

SECTION M – ALTERNATIVE EMPLOYEE/RESUMPTION OF ASSIGNMENT EXPENSES

If an **Insured Person** is on a Journey during the **Policy Period** and the **Insured** incurs Alternative **Employee** Expenses or Resumption of Assignment Expenses due to:

- a. The **Insured Person's** unexpected death, **Bodily Injury**, or **Sickness** that prevents them from carrying out their occupation for more than seven (7) days, as certified by a **Doctor**; or
- b. A claim being accepted for the cancellation or curtailment of the **Insured Person's** Journey under Section D (Cancellation and Disruption);

We will reimburse the **Insured** up to the amount shown in the **Policy Schedule** for either:

- a. The necessary and reasonable costs incurred for sending a replacement **Employee** to complete the **Insured Person's** assignment; or
- b. The necessary and reasonable costs incurred for the **Insured Person** to return and resume their business activities within sixty (60) days of returning to their **Country of Residence**, as a result of a claim being admitted under this **Policy**.

CONDITIONS APPLICABLE TO SECTION M

These conditions apply to Section M in addition to the General Conditions applying to all sections of the **Policy**.

- a. **Equivalent Travel Costs:** Expenses are limited to the cost of an air ticket of the same class as originally purchased for the Journey, as well as other essential travel and accommodation costs incurred for sending an alternative **Employee** or returning the **Insured Person** to resume their assignment.
- b. **No Double Benefits:** If a benefit is paid for Alternative **Employee** Expenses, no further benefit will be payable for Resumption of Assignment Expenses for the same event.

EXCLUSIONS APPLICABLE TO SECTION M

We will not be liable for any expenses or losses under this Section if:

- a. **Journey Undertaken Against Medical Advice:** The Journey is booked or undertaken contrary to medical advice, including when the **Insured Person** is not medically fit to travel, or if the Journey's primary purpose is to seek medical treatment for any **Pre-Existing Medical Condition**.
- b. **Prepaid, Budgeted, or Incurred Costs:** Costs or expenses that were prepaid, allocated in the travel budget, or incurred before the Journey commenced, including any accommodation, travel, or other pre-planned expenses.
- c. **Terminal Condition:** Any costs related to a terminal condition that was diagnosed by a **Doctor** before the Journey was booked, particularly if the condition required care or monitoring during the Journey.

GENERAL DEFINITIONS UNDER THE POLICY

In this **Policy** the following definitions apply:

Accident means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place to an **Insured Person**, and is not caused by deliberate actions or negligence. The word **Accidental** shall be construed accordingly.

Accidental Death means death which occurs as a result of a **Bodily Injury**.

Accompanying refers to either travelling together with another **Insured Person** or travelling separately with the intent to meet up with, depart from, or continue the **Journey** alongside another **Insured Person** who is also on a **Journey**.

Bodily Injury means an injury to the body that arises solely from an **Accident**, occurring independently of any illness or other factors. Both the injury and the **Accident** must take place within the **Policy Period** while the **Insured Person** is covered under the **Policy**. **Bodily Injury** does not include:

- a. Any **Sickness**, illness, or disease, except for conditions directly resulting from medical or surgical treatment required due to the **Bodily Injury**; or
- b. Any **Pre-Existing Medical Condition**, unless the **Takeover Provisions** or the relevant waiting periods have been satisfied concerning that condition.

Carjacking Incident refers to the violent theft or attempted violent theft of a motor vehicle while it is occupied by the **Insured Person** or while the **Insured Person** is entering or exiting the vehicle.

Civil War whether declared or not, means armed opposition, insurrection, revolution, armed rebellion or sedition.

Claimant means the **Insured**, an **Insured Person** or any other person entitled to make a claim under the **Policy**

Close Relative means a **Spouse/Partner**, **Parent**, **Parent-in-law**, step-**Parent**, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Conveyance means:

- a. Any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail, or train operated by a duly licensed carrier for regular fare-paying passenger transport.
- b. Any aircraft operated by an airline or air charter company that is duly licensed for regular fare-paying passenger transport.

Country of Residence means the country of which the **Insured Person** is a **Permanent** resident (e.g., where they hold a multiple entry visa or permit granting resident rights), or the country in which the **Insured Person** is temporarily residing for the purpose of an overseas expatriate assignment.

Delta Assistance means the telephone advice, information & claim pre-approval services provided or arranged by **Us**. **Delta Assistance** can be contacted on +61 7 3164 9530.

Dentist means a **Dentist** or **Specialist** who is registered or licensed and legally qualified to practice **Dentistry** under the laws of the country in which they practice, other than the **Insured**, the **Insured Person**, a **Close Relative** of the **Insured Person** or an **Employee** or director of the **Insured**.

Dependent Child(ren) means an unmarried **Dependent Child**, stepchild or legally adopted child of an **Insured Person** or their **Spouse/Partner** and who lives with the **Insured Person** in the **Country of Assignment** and who is under nineteen (19) years of age (or under twenty-five (25) years of age if the **Dependent Child** is a full-time student and is primarily dependent on the **Insured Person** for support and maintenance). **Dependent Child(ren)** also means an unmarried child of any age **Permanently** living with the **Insured Person** in their **Country of Assignment** who is unable to self-support due to medically diagnosed physical or mental incapacities.

Doctor means a medical practitioner or **Specialist** who is registered or licensed and legally qualified to practice medicine under the laws of the country in which they practice, other than the **Insured**, the **Insured Person**, a **Close Relative** of the **Insured Person** or an **Employee** or director of the **Insured**.

Employee means any person in the **Insured's** service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors, and any other person who is engaged on an assignment outside their **Country of Residence** on behalf of the **Insured**.

Endorsement means a written alteration to the terms of the **Policy**.

Excess means the amount as shown in the **Policy Schedule** with respect of each and every claim, which must be paid before benefits become payable under any part of the **Policy**.

Incidental Private Travel means non-business related leisure travel taken either before, after, or during an authorised business trip, as declared to **Us**.

Insurance Contracts Act means the **Insurance Contracts Act 1984** (Cth) as amended from time to time.

Insured means the named company, organisation or person listed as the **Insured** in the **Policy Schedule** with whom **We** enter into the **Policy**. They are the contracting **Insured**.

Insured Person means such person or persons as defined in the **Policy Schedule** or declared to **Us** with respect to whom **Premium** has been paid.

Journey means the journey as described in the **Policy Schedule**, and includes;

- a. Business travel authorised by the **Insured** and declared to **Us**; and
- b. **Incidental Private Travel** as declared to **Us**; and
- c. **Senior Leadership Private Travel** as declared to **Us**, including any **Accompanying Spouse** and/or **Dependent Child(ren)**, provided the travel involves a pre-booked overnight stay or airflight.

A **Journey** does not include:

- a. Any travel that exceeds one hundred and eighty (180) days in duration unless agreed in writing by **Us**; or
- b. Regular commuting between the **Insured Person's** normal place of residence and normal place of business.

Non-Scheduled Flight(s) means travel on any flight that is not operating under a regular published flight schedule or timetable.

Parent means **Parent**, **Parent-in-law**, **step-Parent**, or any person who served as the **Insured Person's** primary caregiver (including jointly with another person) during their childhood.

Permanent means lasting at least twelve (12) consecutive months and at the expiry of that period, in the opinion of a **Doctor**, is unlikely to improve.

Policy means this document including the Product Disclosure Statement, the current **Policy Schedule**, any **Endorsements**, Supplementary Product Disclosure Statements and any other documents that **We** may issue and inform you that it forms part of the **Policy**.

Policy Period means the period shown in the **Policy Schedule** or such shorter time if the **Policy** is terminated.

Policy Schedule means the schedule attached to the **Policy** or any subsequently substituted **Policy Schedule**.

Pre-Existing Medical Condition means:

- a. any physical defect, condition, illness, or disease for which treatment, medication, or advice has been received or prescribed by a **Doctor** in the five (5) years before becoming an **Insured Person** under the **Policy**, or

- b. symptoms of any physical defect, condition, illness, or disease that a reasonable person would have recognised as related to an underlying issue in the three (3) calendar months before the **Insured Person's** coverage start date.

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

Professional Sport means any sport for which an **Insured Person** receives any fee or monetary reward because of their participation.

Salary means:

- a. If the **Insured Person** is an **Employee**, the **Insured Person's** gross weekly rate of pay excluding overtime payments, bonuses, commissions and allowances averaged over the twelve (12) month period immediately prior to the date the disablement (with respect to which **We** have agreed to pay a claim under the **Policy**) commenced, or over such shorter period that an **Insured Person** has been continuously employed prior to the date of disablement as certified by a **Doctor**; or
- b. In the case of a self-employed person, the **Insured Person's** weekly pre-tax income derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that income averaged over the twelve (12) month period immediately prior to the date the disablement (with respect to which **We** have agreed to pay a claim under the **Policy**) commenced, or over such shorter period that an **Insured Person** has been continuously self-employed prior to the date of disablement as certified by a **Doctor**.

Senior Leadership Private Travel means standalone, non-business travel that must be specifically declared to and agreed upon by **Us**, and applies to company directors, executives (such as the chief executive officer, chief financial officer, chief operating officer, company secretary, general manager, or their equivalents), as well as their **Accompanying Spouse/Partner** and/or dependent children. Private travel incidental to a business trip is automatically covered and does not require a separate declaration.

Sickness means any illness, disease or syndrome suffered by the **Insured Person**, which is not a **Pre-Existing Medical Condition** and which manifests itself during the **Policy Period**.

Spouse/Partner means an **Insured Person's** husband or wife and includes a de-facto or life partner who has continuously co-habited with the **Insured Person** for a period of ninety (90) consecutive days or more.

Terrorism Event means the planning, use, or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not).

We/Our/Us means Delta Insurance Australia Pty Ltd (ABN 83 652 033 933), an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL 535427, as the **Policy** issuer on behalf of Certain Underwriters at Lloyd's, led by Canopus Syndicate 4444.

GENERAL CONDITIONS APPLICABLE TO THE POLICY

These general conditions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

1. Delta Assistance

If a Hospital requires pre-approval for Hospital Expenses relating to an **Insured Person** during the **Policy Period**, the **Insured Person** or the Hospital should contact **Delta Assistance** on +61 7 3164 9530 as soon as practically possible. **Delta Assistance** will provide one or more of the following services:

- a. Pre-approval for Hospital Expenses, or
- b. Payment of approved Hospital Expenses, either by standard claims process or direct billing from the Hospital to **Us**.

2. Assistance and Co-operation

The **Insured** and **Insured Person(s)** shall co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, conducting proceedings, and enforcing any right of contribution or indemnity against any person or organisation liable to the **Insured** because of **Bodily Injury** or damage covered under the **Policy**. **We** will keep the **Insured** updated on the status of proceedings and consult them where appropriate. The **Insured** and **Insured Person(s)** shall attend hearings, trials, and assist in securing and giving evidence. The **Insured** or **Insured Person** shall not, except at their own cost, voluntarily make any payment or assume any obligation other than for first aid at the time of the **Accident**.

The **Insured** and **Insured Person(s)** must frankly and honestly provide **Us** with all information and assistance required. Any unreasonable failure to comply may entitle **Us** to deny cover for the claim or loss, in whole or part. The **Insured** and **Insured Person** must do all things reasonably practicable to minimise **Our** liability.

3. Other Insurance

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

4. Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover an equivalent sum from any party other than the **Insured**, **Insured Person**, or other individuals covered by this **Policy**. The **Claimant** must sign any necessary documents and take any actions required to enable **Us** to enforce these subrogation rights. The **Claimant** must not take any steps that could jeopardise **Our** subrogation rights.

If the **Claimant** has entered into an agreement that excludes or limits **Our** subrogation rights to recover damages from a third party in relation to that loss, **We** may reduce the amount of the claim to the extent **Our** rights of recovery have been prejudiced. This means that if the **Claimant** has made an agreement with a third party that prevents **Us** from recovering the loss, it may impact the claim payment.

5. Aggregate Limits of Liability – Policy and Non-Scheduled Flight(s)

- a. **We** shall not be liable to pay any benefits under the **Policy** in excess of the aggregate limit of liability. If this amount is not adequate to pay all claims in full, **We** will reduce the benefit payable to each **Insured Person** proportionately so that the total of all payments does not exceed the aggregate limit of liability.

- b. **We** shall not be liable to pay any benefits under the **Policy** in excess of the sublimit of liability applying to **Non-Scheduled Flight(s)**s. If this amount is not adequate to pay all claims in full, **We** will reduce the benefit payable to each **Insured Person** proportionately so that the total of all payments does not exceed the sublimit of liability.

6. Cancellation

This **Policy** may be cancelled by the **Insured** at any time by giving **Us** notice in writing via email or post. Should the **Insured** cancel this **Policy**, **We** will retain a pro-rata proportion of the **Premium** for the time the **Policy** has been in force. **We** will not provide any refund if a claim has been paid or is forthcoming prior to cancellation.

We may cancel this **Policy** or any section within this **Policy**, for any circumstances prescribed by Section 60 of the **Insurance Contracts Act** by providing the **Insured** with thirty (30) days' notice, as required by Section 59 of the **Insurance Contracts Act**.

7. Change of Insured Person's Business Activities

We must be informed as soon as is reasonably practicable of any change to the **Insured's** business activities or **Insured Person's** occupational duties from those advised at the start of the **Policy Period**. **We** reserve the right to review and amend the conditions and **Premium** due to any increased risk (e.g., healthcare costs or greater risk of evacuation due to a lower standard of medical care). If **We** have not been advised of material changes that impact **Our** exposure, **We** may reduce **Our** liability if **We** have been disadvantaged, to the extent permitted by law.

8. Currency

All benefits paid under the **Policy** are in AUD unless otherwise stated. Where expenses are lodged in a currency other than AUD, the expense will be converted using the exchange rate applicable at the time the expense was incurred.

9. Governing Law and Jurisdiction

The **Policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

We will not pay for that part of a claim which arises directly or indirectly out of:

- a. Any intentional self-inflicted **Bodily Injury**, suicide, reckless behavior, or any illegal or criminal act carried out by the **Insured** or an **Insured Person**.
- b. **War or Civil War**, invasion, or an **Insured Person** taking part in a riot or civil commotion;
- c. The **Insured** or **Insured Person's** failure to follow the instruction and directions of **Us** or **Delta Assistance**;
- d. The **Insured Person** flying or engaging in any aerial activity except as a fare paying passenger on an airline with scheduled flights
- e. any **Insured Person** travelling against the advice of a **Doctor** or **Specialist**;
- f. any **Insured Person** training for or participating in **Professional Sport** of any kind ;
- g. any action that would be contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as amended from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules;
- h. treatment or services which are covered in whole or part by Medicare;
- i. Treatment or services that are covered by any of the following:
 - i. Workers compensation legislation;
 - ii. Transport **Accident** legislation;
 - iii. Government-sponsored fund, plan, or medical benefit scheme;
 - iv. Any other insurance policy (including those required by law); or
 - v. Reciprocal health agreement between the **Insured Person's Country of Residence** and Country of Assignment.
 - vi. This exclusion applies only to the extent that the loss, damage, liability, event, **Bodily Injury**, or **Sickness** is covered by these schemes or policies. **We** will cover any **Excess** loss, damage, or expenses beyond what is provided by such other schemes or policies, provided the **Insured Person** or **Insured** has fully pursued and resolved their claim under those other schemes or policies. This is subject to the terms, conditions, exclusions, and limits of this **Policy**, where legally permissible.
 - vii. In accordance with the **Insurance Contracts Act**, if other valid and collectible insurance is available for the same loss, damage, liability, event, **Bodily Injury**, or **Sickness** covered by this **Policy**—except for policies specifically designed to be in excess of this **Policy**—this **Policy** will provide coverage on an excess basis and will not contribute with such other insurance.
- j. any cover, payment, or benefit that would expose **Us** to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of Australia, the European Union, the United Kingdom, or the United States of America.
- k. nuclear reaction, nuclear radiation or radioactive contamination.



**Embrace
Change.**

Delta Insurance Australia

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Delta Insurance Australia Pty Ltd

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