

# Combined Product Disclosure Statement and Financial Services Guide

Issued by Agile Underwriting Services Pty Limited  
ABN 48 607 908 243 — AFSL 483374

## COVID NOTICE

Please be advised that there is no cover provided on this policy if the Australian Department of Foreign Affairs & Trade (DFAT), has already advised against all, or all but essential travel to **Your** destination prior to **You** purchasing **Your** policy or booking **Your Trip** whichever the later.



## Pandemic/Epidemic Exclusion

- **We** will not pay for any claims directly or indirectly related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**.
- This policy will also not provide cover for claims relating to the fear or threat of a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**. In the event of a conflict between this general exclusion and any other term in **Your** policy terms and conditions, this general exclusion takes precedence. This exclusion applies to all sections of the policy with the exception of:
  - Section 1. Overseas medical and hospital expenses, and certain sub-sections of:
    - Section 6. Emergency accommodation expenses;
    - Section 7. Cancellation costs as detailed below
    - Section 8. Cutting your trip short.

Please make sure you read your policy documentation for full details on what is, and what is not covered in respect of **Coronavirus**.

## Vaccination Requirement

- This insurance policy is only able to provide cover for **Coronavirus** under the Medical Expenses section and certain sub-sections of the Emergency accommodation expenses section, Cancellation costs section, and the Cutting your trip short section, provided you have received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.

## Testing

There is no cover under this policy for any costs relating to **Coronavirus** testing, unless **You** are admitted to hospital as an inpatient as a result of an **Accidental Injury** or unexpected **Illness** that is covered under section 1 **overseas** medical and hospital expenses.

## Quarantine and/or self-isolation

There is no cover under this policy if (having no symptoms of or **you** not testing positive for **Coronavirus**) **you** are advised to quarantine or **you** choose to self-isolate due to a person **you** have come into contact with testing positive for **Coronavirus**.

# Coronavirus Cover

## Coronavirus cover for Medical Expenses–Section 1

Under the **Overseas** emergency medical and emergency hospital expenses section, **We** will only cover the associated emergency medical expenses in the event that **You** fall ill with **Coronavirus overseas** and the cost of treatment is not covered by any local authority, and, provided you have received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.

## Coronavirus cover for Emergency Accommodation–Section 6

Under Section 6. Emergency accommodation expenses, **We** will cover **You**, up to the amount shown in the table of benefits on page 31 for additional accommodation expenses related to **Coronavirus** in the following circumstances:

1. **You** cannot return to Australia as **You** originally planned due to **You** becoming seriously ill as a result of testing positive for **Coronavirus**, and, the Medical Emergency Assistance Company agrees **Your** extended stay is medically necessary.

### We will pay for...

1. **Your Reasonable** extra accommodation costs (room only up to AUD 200 max)
2. **Reasonable** extra accommodation room only (up to AUD 200 max) for someone to stay with **You** and travel **Home** with **You** if this is necessary due to medical advice;
3. The **Reasonable** travel and accommodation room only (up to AUD 200 max) expenses for one **Close relative** or friend to travel from Australia to stay with **You** and travel **Home** with **You** if this is necessary due to medical advice.

Cover is still subject to **You** having received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records. Coverage hereunder shall also be subject to all other conditions and exclusions within the policy wording.

## Coronavirus cover for Cancellation–Section 7

Under Section 7. Cancellation costs, **We** will only cover **Irrecoverable costs** related to **Coronavirus** in the following circumstances:

1. If an **Insured person** listed on **Your** policy has an official positive test result for **Coronavirus** within 14 days of their **Trip** departure date and after the policy was purchased which medically prohibits their ability to take their **Trip**, and/or
2. If an **Insured person** has been admitted to hospital due to testing positive for **Coronavirus** after the policy was purchased which medically prohibits their ability to take their holiday.

Cover is still subject to **You** having received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records. Coverage hereunder shall also be subject to all other conditions and exclusions within the policy wording.

## Coronavirus cover for Cutting your Trip Short– Section 8

Under Section 8. Cancellation costs **We** will cover claims relating to **Coronavirus** for the following:

- Travel and accommodation expenses which **You** have paid or have agreed to pay under a contract and which **You** cannot get back.
- The cost of excursions, tours and activities which **You** have paid for either before **You** left Australia or those paid for locally upon arrival at **Your Trip** destination and which **You** cannot get back.
- **Reasonable** additional travel costs (economy class unless a higher grade of travel is confirmed as medically necessary and authorised by the Medical Emergency Assistance Company) to return to Australia (or costs to return **Home** if **Your Trip** is within Australia) if it is necessary and unavoidable for **You** to cut short **Your Trip**.

**We** will ONLY provide this cover in respect of **Coronavirus** if the cutting short of **Your Trip** is deemed medically necessary and unavoidable by a medical professional in the event:

1. **You** die as a result of testing positive for **Coronavirus** during **Your Trip**.
2. **You** suffer from serious **Illness** as a result of testing positive for **Coronavirus** during **Your Trip**.

Cover is still subject to **You** having received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were

ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records. Coverage hereunder shall also be subject to all other conditions and exclusions within the policy wording.

**Please be aware:** There is no cover under this section for any claims related to **Coronavirus** if you must cut your trip short as a result of the death, serious unexpected **Illness** or **Accidental Injury** of a **Close relative, Business associate**, a person who **You** are travelling with, or who **You** had planned to stay with during **Your Trip**.

### **Change in Government travel advice**

**Please be aware:** We are unable to provide cover for any **Coronavirus** related claims under any other section of the policy. This includes any government advice 'not to travel' or preventing travel, if the Australian Department of Foreign Affairs & Trade (DFAT) and/or **smartraveller.gov.au** has advised against all travel, or against any non-essential travel, or any change in regulation brought about by **Coronavirus**.

# Emergencies

## If You need to go to hospital

If **You** or anyone in **Your Travelling** party is hospitalised, **You** or a member of **Your Travelling party** must contact **Our** Medical Emergency Assistance Company as soon as it is practical. If **You** do not do this, **We** may not pay for any expenses, evacuation or airfares.

**We** can help **You** in medical emergencies and with other things like finding local hospitals, or local consulates or embassies, or staying in contact with **Your Family**.

**You** can contact **Us** 24 hours, 7 days a week. Phone: **+61 2 8074 5522**

**You** can also find important traveller information on **Our** Website [travelbyus.com](https://travelbyus.com)

## After You have called Us

The following things may happen:

- **We** may need to assess **Your** condition by contacting the hospital **You** are in to obtain necessary medical reports, and **We** may need to contact **Your** general practitioner at **Home**;
- **You** will need to follow the instructions of **Our** Medical Emergency Assistance Company, subject to medical advice, as to where **You** can be treated to ensure **You** receive quality medical care;
- **We** may also consider it necessary to return **You** to Australia or evacuate **You** to another country.

## If You have a Medical condition but are not hospitalised

If **You** or a member of **Your** party listed on **Your Certificate of Insurance**, becomes ill or suffers an **Accidental Injury** but does not require hospitalisation or repatriation to Australia, and where the costs are likely to be under AUD\$1,000, **You** do not need to contact **Our** Medical Emergency Assistance Company immediately. It may be more convenient to pay the costs **Yourself** and claim later. Be sure to keep all receipts and obtain copies of any medical reports to submit with **Your** claim.

## Passport stolen, lost or damaged

If **Your** passport is lost, stolen or damaged, call **Our** Medical Emergency Assistance Company so **We** can help **You** find a local consulate and so **We** can tell **You** what **You** need to make a claim.

# Contact Details

**We** have simplified **Our** contact points so **You** can easily get in touch with **Us**.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
<b>Policy questions and coverage</b> Any questions, just call or email.	<a href="mailto:hello@travelbyus.com"><u>hello@travelbyus.com</u></a>
<b>Cancelling your policy</b> You can cancel your policy at any time.	<a href="https://www.travelbyus.com/change-your-policy/"><u>https://www.travelbyus.com/change-your-policy/</u></a>
<b>Making a claim online</b> You can claim directly through our online portal.	<a href="http://www.travelbyus.com/claims"><u>www.travelbyus.com/claims</u></a>
<b>Making a claim</b> Get in touch straight away and we can help.	<a href="http://www.travelbyus.com/claims"><u>www.travelbyus.com/claims</u></a>
<b>Making a complaint.</b> If <b>You</b> are not happy... <b>We</b> want to know.	1300 705 031 <a href="mailto:complaints@agileunderwriting.com"><u>complaints@agileunderwriting.com</u></a>

## Important contact details

### Medical Emergency Assistance Company

We're here to help 24/7.

**+61 2 8074 5522**

Online sales and support

[hello@travelbyus.com](mailto:hello@travelbyus.com)

Online claims support

[www.travelbyus.com/claims](http://www.travelbyus.com/claims)

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# Product Disclosure Statement (PDS)

## The purpose of this PDS

This product disclosure statement (PDS) contains important information about the Leisure Travel Insurance Policy (policy). This PDS sets out the benefits, limitations, exclusions and terms and conditions of the policy. It is designed to help **You** decide if the insurance is right for **You**. **You** should read this document carefully before deciding whether to purchase the insurance.

## The coverholder

This insurance is issued by Agile Underwriting Services Pty Limited (AGILE) (ABN 48 607 908 243) (AFS licence No. 483374) of Level 5, 63 York St, Sydney NSW 2000 on behalf of the insurer. AGILE is a coverholder acting under an authority from the insurer.

The policy is underwritten by certain underwriters at Lloyd's. When arranging this Policy, AGILE is acting under a binder agreement as an agent of the insurer and not as agent for **You** or any **Insured person**. References to '**We**', '**Our**' and '**Us**' in this document means the insurer.

## About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Around 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia and strives to comply with the agreement it has made under the General Insurance Code of Practice.

## About Your Certificate of Insurance

**Your Certificate of Insurance** contains important details about **Your** policy such as the period of insurance, **Your** premium, what cover options and **Excesses** will apply, and any changes to the policy wording. It also contains **Our** contact details and **Your** policy number, which **You**'ll need to make a claim.

## What makes up Your premium

**Your** premium is the amount **You** pay to be insured. **Your** premium is determined by a number of factors which indicate the level of risk **We** need to cover **You** for. These factors include where **You** are going, how long **You** are going for, how many people are in **Your Travelling party** and their ages, any **Pre-existing Medical Conditions** and other benefits the policy gives **You**. Of course, the higher the risk is, the higher the premium.

**Your** premium also includes amounts that **We** are required to pay, such as government charges, taxes or levies (e.g. stamp duty and GST) that apply to **Your** policy. **You** will find these amounts on **Your Certificate of Insurance**.

## Check Your documents

It's important that **You** check all the details on the documents **We** send **You**. If **You** notice an error or if **You** have a question, please contact **Us** at [www.travelbyus.com/get-in-touch](http://www.travelbyus.com/get-in-touch). If **You** find **You** need to change the cover for whatever reason, get in contact with **Us**. **We** may be able to modify the policy.

## 14-day cooling-off period

If for some reason **You** have changed **Your** mind about **Your** policy, **You** can cancel it within a 14-day cooling-off period. This period starts on the day **You** are issued with **Your Certificate of Insurance**.

**We** will refund **Your** premium in full as long as:

- **Your Trip** hasn't started
- **You** haven't made a claim; and
- **You** don't want to make a claim or exercise any other right under the policy.

**You** can also cancel **Your** policy at any other time, but do be aware that **We** will not refund any part of **Your** premium.

## Extending Your policy

**We** can consider policy extensions as long as:

1. **You** are the correct age for the plan selected;
2. Your health has not changed, or the health of **Your** traveling companions and/or **Dependants** has not changed;
3. Your personal circumstances have not changed to an extent that may impact **Our** decision to continue to insure **You**, or cause **Us** to apply any special conditions; and

4. **You** have not made a claim and **You** are not aware of a claim that may be made on **Your** original policy.

The premium for an extension is calculated based on the relevant plans rates at the time of the extension. If **We** update this PDS, **Your** extension will operate under the terms of the PDS in use at the date **We** process **Your** extension. **We** will not grant an extension to a policy where the total **Trip** duration will exceed 12 months.

If, due to unexpected circumstances beyond **Your** control, for example, due to unexpected **Illness** or **Accidental Injury** or unavoidable delays affecting **Your** return flight or **Public transport**, **Your Trip** cannot be completed within the **Period of cover** outlined in **Your Certificate of Insurance**, cover will be extended for **You** at no extra cost for up to 30 days. This also applies to one person travelling with **You** who is authorised to stay with **You** by the Medical Emergency Assistance Company, provided the extension is due to medical reasons.

**All requests for more than 30 days must be authorised by us. Please see page 6 for full contact details.**

## Your duty of disclosure

Before **You** enter into, vary or extend an insurance contract, **You** have a duty of disclosure under the *Insurance Contracts Act 1984* and *Insurance Contracts Amendment Act 2013 (Cth)* (2013 Amendment).

When **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a **Reasonable** person in the circumstances would include in answering the questions.

When amending or extending **Your** contract of insurance, **We** will ask **You** specific questions about any change in **Your** circumstances. **You** must tell **Us** about any change to something **You** have previously told us, otherwise **You** will be taken to have told **Us** that there is no change.

**You** have this duty until **We** agree to insure, amend or extend the contract.

If **You** do not tell **Us** anything **You** are required to tell **Us**, **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.

## General Insurance Code of Practice

The General Insurance Code of Practice (the Code) outlines certain minimum standards of service that **You** should expect from insurers that have adopted it. Lloyd's and Travel

by Us proudly support and embrace its objectives of raising the standards of practice and service in the insurance industry. **You** can obtain a copy of the Code from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## **Jurisdiction and choice of law**

This policy is governed by and construed in accordance with the law of New South Wales, Australia, and **You** agree to submit to the exclusive jurisdiction of the courts of New South Wales. **You** agree that it is **Your** intention that this “Jurisdiction and choice of law” clause applies.

## **Updating the PDS**

It may be that **We** will need to update this PDS from time to time. If so, **We** will send **You** a new PDS or supplementary PDS. Where the amendment is not material, **We** may provide the updated information on **Our** Website.

# Things You Should Know Before You Buy

## Your medical history affects your cover

The purpose of medical cover in a travel insurance policy is to cover **You** for an **Accidental Injury** or an unexpected **Illness**.

**You** are only covered for certain **Medical Conditions** under this policy. It's important that **You** consider **Your** medical history carefully. Hospital expenses and other care in foreign countries can be expensive.

If **You** already have a **Medical Condition** before **You** buy the policy, it will only be covered if **You** meet the criteria for automatically covered conditions shown in this PDS on page 24 and **You** are not receiving active treatment or investigations.

**You** may purchase cover for **Your Pre-existing Medical Condition** as long as **You** pay the additional premium at the time **You** buy **Your** policy.

See **Your Pre-existing Medical Conditions** on page 24 to know which **Medical Conditions** are automatically covered in **Your** policy.

If **You** experience any change in health between the date **Your** policy was purchased and the date of travel, **You** must review **Your Pre-existing Medical Conditions** on page 24 to make sure **Your Medical Conditions** are automatically covered by **Your** policy. If **You** need emergency medical treatment during **Your Trip**.

## Who can purchase a policy

**You** can be insured under this policy if:

- **You** are an Australian citizen, or a holder of a valid Australian permanent residency visa, and **You** permanently reside in Australia;
- **You** hold a current Australian Medicare card (that is not a visitor Medicare card);
- **You** are between the ages of 18 and 69;
- **Your Trip** begins and ends in Australia;
- **You** have been in Australia for a minimum of 6 months in the year prior to purchasing **Your** insurance policy;
- **You** must be travelling with the intention to return to the Australia within **Your Trip** dates unless an extension has been agreed with **Us** and **We** have confirmed in writing;
- **You** are not travelling with the intention of receiving medical treatment;
- **You** are travelling for leisure only—business travel cover can be purchased separately for an additional premium. Please contact Agile for more information.

## **This is not a private medical insurance policy**

This is not a private medical insurance policy and is only designed to cover **You** for emergency treatment. **Your** policy is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred, unless these have been specifically agreed and authorised by the Medical Emergency Assistance Company as part of a medical emergency covered by this policy.

This policy is only designed to cover **You** for emergency treatment. Emergency treatment means unforeseen and unplanned treatment that is needed for the sudden onset of an **Acute Condition**, which for medical reasons and in the opinion of **Our** Medical Emergency Assistance Company, cannot be delayed until **You** return to Australia and could be undertaken in Australia if **You** were to return home (at **Your** own cost). The decision of the Medical Emergency Assistance Company is final.

An Acute Condition means: A Illness or Injury that is likely to respond quickly to treatment which aims to return You to the state of health you were in immediately before suffering the Illness or Injury, or which leads to Your full recovery.

## **When your cover starts and ends**

**You** are covered for cancellation benefits as soon as **You** have paid the premium and **We** have issued **You** with a **Certificate of Insurance**.

Cover for all other benefits starts on the date of departure and ends on **Your** date of return as shown on **Your Certificate of Insurance**, or when **You** return **Home**, whichever happens first.

**Your** policy will auto-extend if **You** are unable to complete **Your** travel and return **Home** due to an insured **Medical condition**. Extended coverage ceases up to the point at which **You** are medically certified as fit enough to return **Home** and **We** complete **Your** repatriation.

If, due to unexpected circumstances beyond **Your** control, for example, due to unexpected **Illness** or **Accidental Injury** affecting **Your** return flight or **Public transport**, **Your Trip** cannot be completed within the **Period of cover** outlined in **Your Certificate of Insurance**, cover will be extended for **You** at no extra cost for up to 30 days.

This also applies to one person travelling with **You** who is authorised to stay with **You** by the Medical Emergency Assistance Company if the extension is due to medical reasons.

All requests for more than 30 days must be authorised by **Us**. Please see page 6 for full contact details.

## Cover for your listed dependants

**Your** policy covers **Your Dependants** who are named on **Your Certificate of Insurance**. However, cover is not available for children who are born, or adopted **overseas** during **Your Trip**.

**Please be aware: Dependants** must be named on **Your** policy in order to confirm cover. Please ensure all **Dependants** that **You** require cover for are declared and listed on **Your Certificate of Insurance**. Please also refer to **Pre-existing Medical Conditions** on page 24 and make sure **You** are familiar with what will and will not be covered.

## Coronavirus Cover

**Please be aware: We** will not pay for any claims directly or indirectly related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**.

This policy will also not provide cover for claims relating to the fear or threat of a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**. In the event of a conflict between this general exclusion and any other term in **Your** policy terms and conditions, this general exclusion takes precedence.

This exclusion applies to all sections of the policy with the exception of Section 1 **Overseas** medical and hospital expenses, and certain sub-sections under Section 6 Emergency accommodation expenses, Section 7 Cancellation costs and Section 8 Cutting Your Trip Short as detailed below.

### Coronavirus cover for Medical Expenses

Under the **Overseas** medical and hospital expenses section, **We** will only cover the associated emergency medical expenses in the event that **You** fall ill with **Coronavirus overseas** and the cost of treatment is not covered by any local authority, and, provided **You** have received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records. Cover is still subject to all other conditions and exclusions within the policy wording.

### Coronavirus cover for Additional Accommodation expenses

Under Section 6. Emergency accommodation expenses, **We** will only pay for additional accommodation expenses related to **Coronavirus** Up to the amount shown in the table of benefits on page 31 if **You** or and **Insured person** listed on your policy cannot return to Australia as **You** originally planned due to **You** becoming seriously ill as a result of

**Coronavirus** during **Your Trip**, and, the Medical Emergency Assistance Company agrees **Your** extended stay is medically necessary.

We will only agree cover if **You** have received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.

Cover is still subject to all other conditions and exclusions within the policy wording.

## Coronavirus cover for Cancellation

Under Section 7. Cancellation costs, **We** will only cover **Irrecoverable costs** related to **Coronavirus** in the following circumstances:

- If an **Insured person** listed on **Your** policy has an official positive test result for **Coronavirus** within 14 days of their **Trip** departure date, and after the policy was purchased which medically prohibits their ability to take their holiday, and/or
- If an **Insured person** has been admitted to hospital due to testing positive for **Coronavirus** after the policy was purchased which medically prohibits their ability to take their holiday

Provided **You** have received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.

Cover is still subject to all other conditions and exclusions within the policy wording.

## Coronavirus cover for Cutting your trip short

Under Section 8 Cutting Your Trip Short, **We** will only provide cover if the cutting short of **Your Trip** is deemed medically necessary and unavoidable by a medical professional as a result of **Your** death, or **Your** serious **Illness** and you test positive for **Coronavirus** during the trip. Provided **You** have received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.

Cover is still subject to all other conditions and exclusions within the policy wording.



## Change in travel advice due to Coronavirus

**Please be aware:** We are unable to provide cover for any **Coronavirus** related claims under any other section of the policy. This includes any government advice 'not to travel' or preventing travel, if the Australian Department of Foreign Affairs & Trade (DFAT) and/ or **smartraveller.gov.au** has advised against all, or against any non-essential travel, or any change in regulation brought about by **Coronavirus**.

# Making a Claim

## Your pre-claim checklist

If something happens either before **You** travel, or, on **Your Trip overseas** and **You** think **You** may be making a claim on **Your** policy, **You** should use this checklist to help **You** get what **You** need to support **Your** claim.

When **You** submit **Your** claim, **You** will be required to tell **Us** what happened and provide **Us** with all the documents **We** ask for.

It is important that **You** obtain as much documentation as possible at the time of the event as it can be difficult to obtain some documents once **You** return to Australia.

### If the claim relates to medical expenses:

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical tests requested and treatment given.
- ✓ Have documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.
- ✓ **You** have up to 30 days following **Your** return to Australia to lodge **Your** claim.

### If the claim relates to Trip Cancellation:

- ✓ **You** will need to provide **Us** with documents such as **Your** original booking invoice and receipts, a **Trip** cancellation invoice, written confirmation from **Your** airline or travel agent, and unused travel tickets and itineraries, and evidence that **You** are not entitled to a refund by any other means including credit note.

**BE AWARE:** This insurance policy will only respond to claims for costs that **You** are not entitled to recover elsewhere, **We** refer to these as '**Irrecoverable costs**'.

**We** will only consider claims that:

- ✓ Relate to an insured peril on the policy.
- ✓ Relate to **Irrecoverable costs** that cannot be compensated elsewhere.

In the event **You** need to claim on **Your** policy, **You** will need to provide **Us** with evidence demonstrating that **You** are not entitled to compensation from another source.

## Recovering Costs

Please refer to **Our** guide on the next page, this outlines organisations that are contractually required to offer **You** a refund provided **You** meet a certain criteria.

### ✓ **Recovering the cost of a package holiday**

- Immediately contact **Your** travel agent or travel provider to discuss the best option in cancelling or altering **Your Trip**.
- Most booking agents will waive cancellation or amendment fees.
- Some booking agents will offer travel credits to be used within 12 months.

### ✓ **Recovering the cost of flights**

- Immediately contact **Your** airline.
- Many airlines offer refunds, and some offer to waive cancellation.
- When **You** purchase a flight, an airline is responsible for getting **You** to **Your** destination.
- The standard consumer rights apply when **You** purchase domestic flights and international flights departing Australia or New Zealand.

### ✓ **Recovering the cost of accommodation**

- Immediately contact **Your** accommodation provider directly.
- Many accommodation providers will offer free cancellations bookings.

### ✓ **Recovering the cost of excursions**

- Immediately contact **Your** tour provider.
- The standard consumer rights apply when **You** purchase **Your** tours and excursions.

### ✓ **Recovering the costs of short stay accommodation such as Airbnb**

- Immediately contact **Your** host or the **Parent** organisation provider.
- Refunds on these platforms are often at the discretion of the platform or the host.

### **If something is lost or stolen:**

- ✓ Report it to the local police within 24 hours and get a written report.
- ✓ Report to **Your** airline or transport provider as soon as possible that they have lost or damaged **Your** luggage, or that **You** notice something has been taken from **Your** bag and get a written report.
- ✓ Report to **Your Carrier** as soon as possible that they have lost or damaged **Your** luggage or **You** notice something has been taken from **Your** bag and get a written report.
- ✓ Get original receipts, valuations, or other proof of ownership of any items related to the claim.

### **Do not admit fault or liability**

On **Your Trip**, DO NOT, unless **We** have approved:

- admit that **You** are at fault; or
- offer or promise to pay any money; or
- become involved in litigation.

## **Submitting Your claim**

The best way to submit **Your** claim is via **Our** online claims system. If **You** are unable to claim online **We** can assist **You** with a downloadable claim form instead.

It is important that **You** give **Us** the information **We** require; if not, **We** may have to reduce the amount of **Your** claim or **We** may not be able to process **Your** claim at all.

**Our** online claims system is available at: [\*\*www.travelbyus.com/claims\*\*](http://www.travelbyus.com/claims).

## **Claims processing**

**We** want to process **Your** claim as quickly as **We** can. To do this, **You** can help greatly by providing the documentation **We** need when **You** submit **Your** claim. Once **We** have a completed claims form, and all necessary supporting information, **Your** claim will be assessed. **We** will let **You** know if **We** need additional information.

## **Dispute resolution**

Lloyd's aim is to provide the highest service to its Australian **Policyholders** and to this end has developed the following procedures for the fair handling of complaints from Lloyd's **Policyholders** including **Insured persons** under this policy.

There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim. These are set out below:

Step	Your action	Response
1	<p>Address your enquiry or complaint relating to this policy or a claim to Proclaim Management Solutions Pty. Ltd (Proclaim) as Lloyd's appointed claims administrator. In most cases, this will resolve your enquiry or complaint.</p>	<p>Proclaim will acknowledge your enquiry or complaint immediately by telephone or e-mail.</p> <p>Proclaim aims to resolve your complaint where possible within five (5) business days.</p>
2	<p>If step 1 does not resolve the matter, or you are not satisfied with the way your enquiry or complaint has been dealt with, you should contact:</p> <p style="padding-left: 40px;">Lloyd's Australia Limited Level 9, 1 O'Connell Street Sydney NSW 2000</p> <p style="padding-left: 40px;">Telephone: (02) 8298 0783 E mail: <a href="mailto:ldraustralia@lloyds.com">ldraustralia@lloyds.com</a> Fax: (02) 8298 0788</p> <p>Please call Lloyd's first to discuss your dispute. However, Lloyd's may ask you to confirm the details of your dispute in writing.</p> <p>Depending on the nature of your dispute, you may be referred to an alternative complaints scheme for resolution.</p> <p>When you lodge your dispute with Lloyd's, Lloyd's will usually require the following information:</p> <ul style="list-style-type: none"> <li>• name, address and telephone number of the policyholder</li> <li>• the type of insurance policy involved (household, motor, etc)</li> <li>• details of the policy concerned (policy and/or claim reference numbers, etc)</li> <li>• name and address of the agent through whom the policy was obtained</li> <li>• details of the reasons for lodging the complaint</li> <li>• copies of any supporting documentation you believe may assist Lloyd's in addressing your complaint appropriately.</li> </ul>	<p>Your dispute will be acknowledged in writing within five (5) working days of receipt, and will be reviewed by a person with appropriate authority to deal with the dispute.</p> <p>The length of time required to resolve your enquiry or complaint will depend on the individual issues raised, however in most cases you will receive a full written response to your complaint dispute within fifteen (15) working days of receipt.</p> <p>If your dispute cannot be finalised within that time, Lloyd's will continue to work on it and Lloyd's will regularly advise you of its progress.</p> <p>Lloyd's investigation will include discussions with the various parties involved and a review of all papers and documentation relating to the dispute.</p>
3	<p>If your dispute is not resolved in a manner satisfactory to you, Lloyd's will then provide you with details about the Australian</p>	<p>You must refer the matter to the AFCA within 24 months of the date of Lloyd's written decision.</p>

Financial Complaints Authority (AFCA), which is an independent body that operates nationally in Australia and aims to resolve disputes between policyholders and their insurers. This service is free of charge to you.

Disputes relating to domestic and some small business general insurance policies can be reviewed under AFCA if they remain unresolved following the procedures outlined above.

Retail clients not eligible for referral to the AFCA, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within six months of the final decision by Complaints at Lloyd's. Further details will be provided by the Complaints Department with their final decision to you.

AFCA's contact details are as follows:

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

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## What currency we pay claims in

**We** will pay all claims in Australian dollars (AUD). **We** will use the rate of currency exchange applying at the time **You** incurred the expense.

## Help us recover anything we have paid

**You** must do everything **You** can to help **Us** recover any money **We** pay relating to **Your** claim. **You** are required to let **Us** know if **You** become aware of a third party from whom **We** can recover money.

## Depreciation

If **You** make a claim, be aware that **We** will apply depreciation to claims for luggage and personal effects unless they are listed as valuable items on **Your Certificate of Insurance**. **We** calculate the rate of depreciation by taking things into account like wear and tear, the items usual lifespan and the items market value.

## We may need to contact other parties

**We** may, at **Our** discretion, undertake in **Your** name and on **Your** behalf, proceedings for **Our** own benefit to recover compensation or secure indemnity from any party relating to anything covered by this policy.

**You** are to assist and permit to be done all acts and things as required by **Us** for the purpose of recovering compensation or securing indemnity from other parties to which **We** may become entitled or subrogated, upon **Us** paying **Your** claim under this policy. This applies regardless of whether or not the amount **We** pay **You** is less than full compensation for **Your** loss. These rights exist regardless of whether **Your** claim is paid under a non-indemnity or an indemnity clause of this policy.

## Subrogation following recovery of monies

If **We** recover money from someone else, **We** reserve the right to apply the money in the following order:

1. Firstly to **Us**, for **Our** administration and legal costs as a result of the recovery;
2. Secondly to **Us**, the amount that **We** paid to **You** under the policy;
3. Thirdly to **You**, the amount of **Your** uninsured loss (less **Your Excess**);
4. Fourthly to **You** to cover **Your Excess**.

If **We** pay **Your** total loss, any unpaid monies will return to **Us**. If **You** receive a payment from another party for anything that **We** have paid **You**, **You** must pay **Us** the amount of that payment up to the amount of the claim **We** paid **You**. If **You** recover any property that was part of this claim, **You** must pay **Us** the amount of the claim **We** paid **You**.

## Other insurance

If any loss, damage or liability covered under **Your** policy is covered under another insurance policy, **You** must give **Us** details of such insurance. Where **You** would be covered under this policy for the relevant loss, damage or liability but another policy under which **You** are the contracting insured also covers (all or part of) the relevant loss, damage or liability, **You** can choose which policy to claim under.

Where **You** would be covered under **Your** policy for the relevant loss, damage or liability but another policy covers **You** for all or part of the relevant damage, if **You** are not a contracting party under the other policy but have a right to claim under the other policy by operation of section 48 of the *Insurance Contracts Act 1984* (CT) or otherwise, **We** will not pay **Your** claim to the extent **Your** loss, damage or liability is covered by the other policy.

If **You** make a claim under one insurance policy and **You** are paid the full amount of **Your** claim, **You** cannot make a claim under the other policy. If **You** make a claim under another insurance policy (or if another insurance policy does not cover the loss, damage or liability) and **You** are not paid the full amount of **Your** claim, **We** will make up the difference where covered by **Our** policy. **We** may seek contribution from **Your** other insurer. **You** must give **Us** any information or assistance **We** reasonably ask for to help **Us** make a claim from **Your** other insurer.

## Can you claim an input tax credit?

If **You** are entitled to claim an input tax credit on the premiums **You** pay, **You** must let **Us** know of the amount of that input tax credit (as a percentage) when **You** first make a claim. If **You** don't, **You** may receive a GST liability.



# Pre-Existing Medical Conditions

While this insurance policy is designed to cover only unforeseen medical events, **We** will insure certain **Medical Conditions** that **You** know about before **You** purchase **Your** policy. **We** refer to these as “**Pre-existing Medical Conditions**.” Cover for **Pre-existing Medical Conditions** may be automatic (see page 26). If not listed for automatic coverage, **You** may seek additional cover for **Pre-existing Medical Conditions** from **Us**, and if **We** agree, such cover will be shown on **Your Certificate of Insurance** after payment of an additional premium.

## What is a pre-existing medical condition?

A **Pre-Existing Medical Condition** is:

- pregnancy;
- a **Medical Condition** where **You** are aware of the symptoms, or a related **Complication** **You** know about;
- a medical or dental condition where **You** have received, or are waiting for, medical treatment;
- any condition for which **You** take prescribed medicine;
- any condition for which **You** have received surgery or attended hospital;
- any condition for which **You** have received, or are waiting for, tests, investigations or consultation with a medical specialist;
- any condition for which **You** have received or been advised to attend a follow-up consultation; or
- any **Chronic** or ongoing **Medical Condition** or terminal **Illness**.

This definition applies to **You**, **Your** travelling companion, a **Close relative**, or any other person.

## Getting cover for your pre-existing medical condition

There are four things you need to consider relating to **Pre-existing Medical Conditions**:

- pregnancy;
- **Medical Conditions** that are automatically covered;
- **Medical Conditions** that are not covered;
- any other **Medical Condition** **We** don't list.

## Pregnancy

This section shows **You** what **You** are covered for relating to medical expenses, cancellation costs or additional expenses related to pregnancy under the following policy sections:

- **Overseas** medical and hospital expenses;
- **Overseas** dental expenses;
- Cancellation costs;
- Emergency medical transport & repatriation expenses;
- Out of pocket expenses when hospitalised.

However, **We** will not pay medical expenses for:

- regular care following the birth;
- childbirth, regardless of the stage of pregnancy;
- newborn care;
- repatriation of child.

**You** are not covered under this section if **You** are undergoing fertility treatment and are not pregnant, now or before **Your Trip** commences, for any treatment or any resulting pregnancy. The following table explains what cover **You** can get based on **Your** stage of pregnancy.

Pregnancy conditions		
If you...	that...	then...
have a single pregnancy without <b>Complications*</b>	did not arise from an assisted reproduction program including in vitro fertilisation	<b>We</b> will cover <b>You</b> under all plans for <b>Trips</b> ending on or before the 26 <sup>th</sup> week of <b>Your</b> pregnancy
	arises from an assisted reproduction program including in vitro fertilisation	<b>We</b> will cover you if <b>You</b> pay an additional premium under <b>Getting cover for your pre-existing medical condition p.24</b> for <b>Trips</b> ending on or before the 26 <sup>th</sup> week of <b>Your</b> pregnancy
have a pregnancy with twins without <b>Complications*</b>	did not arise from an assisted reproduction program including in vitro fertilisation	<b>We</b> will cover <b>You</b> if <b>You</b> pay an additional premium under <b>Getting cover for your Pre-Existing Medical Condition</b> for a <b>Trip</b> ending on or before the 19 <sup>th</sup> week of <b>Your</b> pregnancy
	arises from an assisted reproduction program including in vitro fertilisation	<b>We</b> will not cover <b>You</b> under any plan
have experienced any pregnancy <b>Complications*</b> before the policy is issued		<b>We</b> will not cover <b>You</b> under any plan

Cover Is subject to the insuring clauses and policy exclusions, refer to pages 78–87 of this PDS.

For example, **We** will not pay any claim if **You** travel even though **You** know **You** are travelling against medical advice; **You** are unfit to travel; **You** are travelling to receive medical treatment; or **You** arrange to travel when **You** know that there are circumstances that could lead to the **Trip** being disrupted or cancelled.

\***Complications** are defined as “any secondary diagnosis occurring prior to, during the course of, concurrent with, or as a result of the pregnancy, which may adversely affect the pregnancy outcome.”

## **Pre-existing medical conditions we cover automatically (with some restrictions)**

**We** will cover **You** automatically for a **Pre-Existing Condition** listed below, as long as **You** have not been hospitalised for the condition within the last two years.

- acne;
- allergies, limited to rhinitis, **Chronic** sinusitis, eczema, food intolerance, hay fever;
- Bell’s palsy;
- benign positional vertigo;
- bunions;
- carpal tunnel syndrome;
- cataracts;
- coeliac disease;
- congenital blindness;
- congenital deafness;
- \*diabetes mellitus (type I) – providing **You**:
  - were diagnosed over 12 months ago; and
  - have no eye, kidney, nerve or vascular complications; and
  - do not also suffer from a known cardiovascular disease, hypertension, hyperlipidaemia or hypercholesterolaemia; and
  - are under 50 years of age at the date of policy purchase.
- \*diabetes mellitus (type II) – providing you:
  - were diagnosed over 12 months ago; and
    - have no eye, kidney, nerve or vascular complications; and
  - do not also suffer from a known cardiovascular disease, hypertension, hyperlipidaemia or hypercholesterolaemia.
- dry eye syndrome;

- epilepsy – providing there has been no change to **Your** medication regime in the past 12 months;
- folate deficiency;
- gastric reflux;
- goitre;
- glaucoma;
- graves' disease;
- hiatus hernia;
- \*hypercholesterolaemia (high cholesterol) – provided **You** do not also suffer from a known cardiovascular disease and/or diabetes;
- \*hyperlipidaemia (high blood lipids) - provided **You** do not also suffer from a known cardiovascular disease and/or diabetes;
- \*hypertension (high blood pressure) – provided **You** do not also suffer from a known cardiovascular disease and/ or diabetes;
- hypothyroidism, including Hashimoto's disease;
- impaired glucose tolerance;
- incontinence;
- insulin resistance;
- iron deficiency anaemia;
- macular degeneration;
- Meniere's disease;
- migraine;
- nocturnal cramps;
- osteopaenia;
- osteoporosis;
- pernicious anaemia;
- plantar fasciitis;
- Raynaud's disease;
- sleep apnoea;
- solar keratosis;
- trigeminal neuralgia;
- trigger finger;
- vitamin B12 deficiency;

*\* Diabetes (type I and type II), hypertension, hypercholesterolaemia and hyperlipidaemia are risk factors for cardiovascular disease. If **You** have a history of cardiovascular disease, and it is a **Pre-Existing Medical Condition**, cover for these conditions is also excluded.*

If **You** have been hospitalised for one of these conditions in the last two years, **You** may declare **Your Medical Condition** and purchase cover for **Your Pre-Existing Medical Condition** and pay the additional premium when **You** purchase **Your** policy.

## Pre-existing medical conditions we do not cover

**We** do not offer cover for the following **Pre-Existing Medical Conditions** if **You**:

- have a condition where **You** plan to have surgery or other medical treatment, including any fertility treatment;
- have a condition that arises from signs or symptoms that **You** are currently aware of, but:

**You** have not yet sought a medical opinion regarding the cause; or

**You** are currently under investigation to define a diagnosis; or

**You** are awaiting specialist opinion.

- have any form of cancer that **You** have previously been diagnosed with, or secondaries from that cancer;
- have a condition for which **You** have needed to go to hospital in the last two years unless you purchase cover for your pre-existing medical condition and you pay the additional premium when you purchase your policy;
- have a condition for which **You** have ever required spinal or brain surgery;
- have a condition that has caused a seizure in the past 12 months;
- have a **Chronic** or recurring pain (including back pain) requiring regular medication or other ongoing treatment such as physiotherapy or chiropractic treatment;
- have a condition that requires ongoing treatment with immunosuppressant therapy (e.g. arthritis, colitis, chronic respiratory disease);
- have an HIV infection;
- have a mental illness as defined by DSM-IV including:
  - dementia, depression, anxiety, stress or other nervous condition; or
  - behavioural diagnoses such as but not limited to autism; or
  - a therapeutic or illicit drug or alcohol addiction.
- have a new deep vein thrombosis (DVT) or pulmonary embolism (PE) if **You** have been diagnosed with one of these clots in the past and do not take preventative measures (as prescribed by a medical practitioner) for this **Trip**;
- have a heart or cardiovascular disease (CVD) if **You** have ever needed to see a specialist cardiologist, or been diagnosed with a form of CVD such as (but not limited to):
  - aneurysms;
  - angina (chest pain);
  - cardiomyopathy;

- cerebrovascular accident (stroke);
- disturbances in heart rhythm (cardiac arrhythmias);
- previous heart surgery (including valve replacements, bypass surgery, stents);
- myocardial infarction (heart attack);
- transient ischaemic attack (TIA);
- any history of any form of cardiovascular disease;
- have a chronic lung disease, its exacerbation, or new airways infections, if **You** have ever been diagnosed with a **Chronic** lung disease including:
  - emphysema;
  - **Chronic** bronchitis;
  - bronchiectasis;
  - **Chronic** Obstructive Airways Disease (COAD);
  - **Chronic** Obstructive Pulmonary Disease (COPD);
  - pulmonary fibrosis, or
  - asthma (in persons over 60 years of age).
- “Immunosuppressive therapy” means drugs prescribed to inhibit or prevent activity of the immune system. Clinically, they are used to:
  - prevent the rejection of transplanted organs and tissues (e.g. bone marrow, heart, kidney, liver);
  - treat autoimmune diseases or diseases that are most likely of autoimmune origin (e.g. rheumatoid arthritis, myasthenia gravis, systemic lupus erythematosus, Crohn’s disease and ulcerative colitis);
  - treat some other non-autoimmune inflammatory diseases (e.g. long term allergic asthma control and other respiratory diseases).

## Circumstances we do not cover

**We** do not offer cover where the following circumstances give rise to **Your** claim:

- **You** have been given the prognosis that **You** have a terminal **Illness** with a life expectancy of under 24 months.
- **You** will require oxygen for the **Trip** or **You** require oxygen therapy at **Home**.
- **You** have chronic renal failure treated by haemodialysis or peritoneal dialysis.
- **You** have been diagnosed with congestive heart failure.
- **You** have an AIDS-defining **Illness** or any condition associated with immunocompromise.
- **You** have had, or are on a waiting list for, an organ transplant.
- **You** take a blood-thinning prescription medication such as Warfarin (also known under the brand names Coumadin, Jantoven, Marevan, and Waran).

## All other medical conditions not listed

Provided **Your Pre-existing Medical condition** has not been listed earlier, **You** may purchase cover for **Your Pre-existing Medical condition** provided **You** pay the additional premium when **You** purchase **Your** policy.

## Benefits Table: Limits of What We Cover

This table shows the limits that apply to each of **Your** policy benefits.

For more detail and a full explanation of what is not covered under each benefit please refer to the page number in the table below.

Name of policy selected and shown on your Certificate of Insurance				
Benefit	Saver	Basic	Compre- hensive	Domestic
Excess	\$100	\$100	\$100	\$100
1. Overseas medical and hospital expenses (Page 34)	Unlimited	Unlimited	Unlimited	X
2. Overseas dental expenses (Page 36)	\$500	\$2,000	\$2,000	X
3. Cash in hospital (Page 37) (per day/Maximum)	\$100/ \$1,500	\$150/ \$3,500	\$200/ \$6,000	X
4. Emergency repatriation expenses (Page 39)	\$100,000	\$500,000	Unlimited	X
5. Overseas funeral expenses (Page 40)	\$10,000 per person	\$15,000 per person	\$20,000 per person	X
6. Emergency accommodation expenses* (Page 41)	\$2,000	\$5,000	\$6,000	\$2,000
7. Cancellation costs (Page 43)	X	\$5,000	\$15,000	\$10,000
8. Cutting Your Trip Short (Page 47)	X	\$2,500	\$8,000	\$5,000
9. Travel delay expenses* (Page 50)	X	\$1,500	\$3,000	\$1,500
10. Airfares for resumption of travel (Page 51)	X	\$1,500	\$3,000	X
11a. Personal belongings and Baggage (not including Personal Electronics/Gadgets) (Page 52)	X	\$1,500	\$6,000	\$3,000
11b. Personal Money (Page 54)	X	\$300	\$1,000	\$1,000
11c. Passport, Travel tickets, travel documents and driving licence (Page 55)	X	\$2,500	\$6,000	X
12. Legal liability (Page 56)	\$1,000,000	\$1,500,000	\$3,000,000	\$1,000,000
13. Legal Costs (Page 58) (per day/maximum)	X	\$500 / \$12,000	\$1,000 / \$25,000	X

\*Sub-limits apply to this benefit and can be found in the relevant sections below.



# Activities Automatically Covered under Your Policy

The table below lists activities that are automatically covered under all sections of **Your** policy with the exception of Section 12 Legal liability (page 56).

If **You** require cover for an activity that is not listed below, please check eligibility under our activities pack on page 60 and purchase the appropriate cover for an additional premium, or contact us to see if **You** are covered in advance of **Your Trip** on contact details displayed on page 6.

- |   |   |  |   |
|---|---|--|---|
| • Aerobics                                  | • Golf  | • Pedaloos   | • Stoopball   |
| • Angling (except Deep Sea)                 | • Gymnastics  | • Petanque   | • Quoits  |
| • Archery                                   | • Handball  | • Pigeon racing  | • Rackets   |
| • Athletics - Track & field                 | • Highland games  | • Pony Trekking  | • Racquet Ball  |
| • Badminton                                 | • Hiking/Trekking/Walking up to 3,000m  | • Pool   | • Rafting (grade 1 rivers only)   |
| • Baseball                                  | • Horse Riding (except jumping or eventing)   | • Ringos   | • Rambling  |
| • Basketball                                | • Ice Skating   | • River Walking  | • Rap Running/Jumping   |
| • Beach Games                               | • Jet Boating (as passenger on organised <b>Trip</b> with tour operator. No racing)   | • Roller Blading   | • Refereeing (amateur only and subject to that sport being covered)   |
| • Billiards                                 | • Jet Skiing  | • Roller skating   | • Rifle Range   |
| • Bird Watching                             | • Jogging   | • Rounders   | • Street Hockey   |
| • Bowling                                   | • Judo (training only)  | • Rowing   | • Summer Tobogganing  |
| • Bowls                                     | • Karate (training only)  | • Running, Sprint/Long Distance  | • Swim Trekking   |
| • Camel/Elephant Riding                     | • Karting   | • Safari (Non Australia Organised)   | • Swimming  |
| • Camping                                   | • Keepfit   | • Safari (Australia Organised)   | • Swimming Open Water (organised and subject to boat escort e.g. swim trek. No cover for across Channel etc...) |
| • Cricket                                   | • Kendo (training only)   | • Safari Trekking  | • Swimming with Dolphins  |
| • Croquet                                   | • Kiting  | • Sail Boarding  | • Sydney Harbour Bridge   |
| • Cross Country                             | • Korfball  | • Sailing/Yachting inshore (recreational)  | • Table Tennis  |
| • Running                                   | • Lacrosse  | • Scuba Diving to 30m (with either recognised school and their qualified instructor or if <b>You</b> are qualified and not diving alone) | • Tae Kwon Do (training only)   |
| • Curling                                   | • Land Yachting   | • Sea Fishing  | • Ten Pin Bowling   |
| • Cycling                                   | • Low Ropes   | • Sea Kayaking as a beach activity (subject to not kayaking alone, must wear a life jacket and be within sight of the shore)             | • Tennis  |
| • Dancing                                   | • Martial Arts (training Only)  | • Sledging/Tobogganing   | • Trampolining  |
| • Diving (indoor up to 5 metres)            | • Model Flying  | • Sleigh riding (reindeer, horses or dogs)   | • Tug of War  |
| • Elephant Trekking (Australia booked)      | • Model sports  | • Snooker  | • Volleyball  |
| • Fell Walking                              | • Motorcycling (on road wearing a helmet provided <b>You</b> hold an appropriate Australian licence for the capacity of the motorcycle <b>You</b> are riding). No cover off road. | • Snorkelling  | • Wake Boarding   |
| • Flag football                             | • Mountain Biking (not downhill)  | • Softball   | • Water Polo  |
| • Football                                  | • Netball   | • Squash   | • Water Skiing  |
| • Fresh Water/Sea Fishing (except Deep sea) | • Octopush  | • Stoolball  | • Whale Watching  |
| • Frisbee                                   | • Orienteering  |  | • Windsurfing   |
| • Fruit or Vegetable Picking                |   |  | • Working   |
| • Glass Bottom Boats                        |   |  | • Yachting (inland and coastal waters)  |
| • Go Karting                                |   |  | • Yoga  |

# Your Benefits

1. Overseas medical and hospital expenses
2. Overseas dental expenses
3. Cash in hospital
4. Emergency repatriation expenses
5. Overseas funeral expenses
6. Emergency accommodation expenses
7. Cancellation costs
8. Cutting Your Trip Short
9. Travel delay expenses
10. Airfares for resumption of travel
- 11a. Personal belongings and Baggage (not including Personal Electronics/Gadgets)
- 11b. Personal Money
- 11c. Passport, Travel tickets, travel documents and driving licence
11. Legal liability
12. Legal Costs

## 1. Overseas medical and hospital expenses

### What You are covered for under section 1

#### You are covered...

Up to the amount shown in the table of benefits on page 31, for the necessary and **Reasonable** costs of emergency medical, surgical, and hospital treatment required in the event **You** suffer an unexpected **Illness**, contract **Coronavirus**, or, suffer a **Serious Accidental Injury** on **Your Trip**.

### What You are not covered for under section 1

#### You are not covered for...

- Any costs relating to **Coronavirus** testing, unless **You** are admitted to hospital as an inpatient as a result of an **Accidental Injury** or unexpected **Illness** that is covered under section 1 **overseas** medical and hospital expenses.
- Any medical treatment relating to **Coronavirus** if **You** have not received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.
- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Any medical treatment that **You** receive because of a **Medical condition** or an **Illness** related to a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless it is listed within **Pre-existing Medical Conditions We** cover automatically on page 26, or cover was confirmed in writing by **Us**.
- Any treatment or surgery which the Medical Emergency Assistance Company thinks is not immediately necessary and can wait until **You** return to Australia. The decision of the Medical Emergency Assistance Company is final.
- Any treatment or surgery which in the opinion of **Our** Medical Emergency Assistance company is considered to be cosmetic, experimental or elective.
- any treatment or surgery carried out in Australia.
- Any treatment or surgery carried out more than 12 months after the expiry of this insurance.
- Inpatient or private treatment which has not been notified as soon as possible and agreed by **Us** or the Medical Emergency Assistance Company.
- The extra cost of a single or private hospital room unless this is medically necessary and authorised by the Medical Emergency Assistance Company.

- Treatment in a private hospital or private clinic where suitable state facilities are available.
- Treatment in a private hospital or private clinic unless authorised and agreed by **Us**.
- Any search and rescue costs (costs charged to **You** by a government, regulated authority or private organisation connected with finding and rescuing **You**. This does not include medical evacuation costs by the most appropriate transport).
- Any costs for the following:
  - telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);
  - taxi fares (unless a taxi is being used in place of an ambulance to take **You** to or from a hospital); or
  - Food and drink expenses (unless these form part of **Your** hospital costs if **You** are kept as an inpatient).
- Any costs **You** have to pay if **You** have refused to come back to Australia and the Medical Emergency Assistance Company considered **You** were fit to return **Home**.
- If **You** suffer an **Injury** or die as a result of a winter sports activity and **You** have not purchased the additional Snow Pack cover.
- Any costs Incurred after a 12-month period from the date when the unexpected **Illness** first presented or the **Accidental Injury** happened.
- Any treatment or surgery carried out more than 12 months after the expiry of this insurance whichever sooner.
- Any cost of treatment if there is evidence that **You** are travelling to receive medical treatment.
- If **You** received private hospital or medical treatment where public-funded services or care was available in Australia or under any reciprocal health care agreement between the Government of Australia and the government of any other country.
- If **Your** claim arises out of pregnancy or related **Complications** after 26 weeks of pregnancy in the case of a single baby or after 19 weeks of pregnancy in the case of twins.
- **Note for expectant mothers:** **You** should consider whether **You** should travel under this policy; cover is not provided for childbirth or the health of a newborn child, irrespective of when the child is born.
- If **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- Any claim arising from **You** acting in a way which goes against the advice of a **Doctor**, or **You** travelling against the advice of **Doctor** or where **You** would have been if **You** had sought their advice before beginning **Your Trip**.
- Anything mentioned in 'General exclusions' starting on page 78.

### Remember Your pre-claim checklist:

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical tests requested and treatment given.
- ✓ Have documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.
- ✓ **You** have up to 30 days following **Your** return to Australia to lodge **Your** claim.

## 2. Overseas dental expenses

### What You are covered for under section 2

#### You are covered...

Up to the amount shown in the table of benefits on page 31, the necessary and **Reasonable** costs of emergency dental treatment **You** receive **overseas**.

**Please Be Aware:** *the treating dentist must certify in writing that the treatment is required only for the relief of sudden and acute onset of pain to healthy, natural teeth, which are teeth that are whole or properly restored (with fillings only).*

### What You are not covered for under section 2

#### You are not covered for...

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Any dental treatment that is not specifically for the relief of sudden and acute onset of pain to healthy, natural teeth, which are teeth that are whole or properly restored (with fillings only).
- Any damage to Dentures.
- Any cost incurred in Australia.
- Any dental treatment which the Medical Emergency Assistance Company thinks is not immediately necessary and can wait until **You** return to Australia. The decision of the Medical Emergency Assistance Company is final.
- Any cost of treatment if there is evidence that **You** are travelling to receive dental treatment.

- Any cost of dental treatment for cosmetic dentistry, cosmetic surgery or involving the use of precious metals.
- Any dental treatment which has not been notified as soon as possible and agreed by **Us** or the Medical Emergency Assistance Company.
- Anything mentioned in 'General exclusions' on pages 78–66

#### **Remember Your pre-claim checklist:**

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical tests requested and treatment given.
- ✓ Have documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.
- ✓ **You** have up to 30 days following **Your** return to Australia to lodge **Your** claim.

### **3. Cash in hospital**

#### **What You are covered for under section 3**

##### **You are covered...**

Up to the maximum limits stated in table of benefits on page 31, for each 24-hour period **You** are in hospital if **You** are hospitalised **overseas** while on **Your Trip** for more than 48 hours.

#### **What You are not covered for under section 3**

##### **You are not covered for...**

- Any hospitalisation due to a **Medical condition** or an unexpected **Illness** related to a **Medical condition** which **You** knew about at the time of purchasing this insurance and / or at the time of commencing travel and which could reasonably be expected to lead to a claim unless it is listed within **Pre-existing Medical Conditions We** cover automatically, or cover was confirmed in writing by **Us**.
- Any hospitalisation which the Medical Emergency Assistance Company thinks is not immediately necessary and can wait until **You** return to Australia. The decision of the Medical Emergency Assistance Company is final.
- Any hospitalisation which in the opinion of Our Medical Emergency Assistance Company is considered to be cosmetic, experimental or elective.

- Any hospitalisation in Australia.
- Any hospitalisation if **You** have refused to come back to Australia and the Medical Emergency Assistance Company considered **You** were fit to return **Home**.
- Any hospitalisation and **You** are injured as a result of a winter sports activity and **You** have not purchased the additional winter sports cover.
- Any hospitalisation in a private hospital or private clinic unless authorised and agreed by **Us**.
- Any hospitalisation if there is evidence that **You** are travelling to receive medical treatment.
- Any hospitalisation if **Your** claim arises out of pregnancy or related **Complications** after 26 weeks of pregnancy in the case of a single baby or after 19 week of pregnancy in the case of twins.
- **Note for expectant mothers:** **You** should consider whether **You** should travel under this policy; cover is not provided for childbirth or the health of a newborn child, irrespective of when the child is born.
- Any hospitalisation due to **You** neglecting to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- Any hospitalisation as a result of **You** acting in a way which goes against the advice of a **Doctor**, or **You** travelling against the advice of **Doctor**, or where **You** would have been travelling against the advice of **Doctor** if **You** had sought their advice before beginning **Your Trip**.
- Any hospitalisation for less than a 48 hour period.
- Anything mentioned in 'General exclusions' starting on page 78.

#### Remember Your pre-claim checklist:

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical tests requested and treatment given.
- ✓ Have documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.
- ✓ **You** have up to 30 days following **Your** return to Australia to lodge **Your** claim.

## 4. Emergency repatriation expenses

**Important notice:** **You** must contact the Medical Emergency Assistance Company immediately for approval in the event repatriation to Australia is medically necessary (please see contact details on page 6).

### What You are covered for under section 4:

#### You are covered...

Up to the amount shown in the table of benefits on page 31 for the cost of **Your** return to Australia earlier than planned due to **You** becoming seriously ill or being injured. **We** will only provide cover if **Your** return is approved by the Medical Emergency Assistance Company, and It is deemed to be a medical necessity.

**Please be Aware:** the event of **Your Accidental Injury** or unexpected **Illness** **We** reserve the right to arrange for **Your** repatriation to Australia at any time during the **Trip**. **We** will do this if in the opinion of the **Doctor** in attendance or the Medical Emergency Assistance Company **You** can be moved safely and/or travel safely to Australia to continue treatment.

### What You are not covered for under section 4

#### You are not covered for...

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
  - Any costs relating to a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless it is listed within **Pre-existing Medical Conditions** (page 24) **We** cover automatically, or cover was confirmed in writing by **Us**.
  - Any claims arising directly or indirectly from **Coronavirus**.
  - Any claims where the Medical Emergency Assistance Company have not been contacted to authorise **Your** early return back to Australia.
  - Any search and rescue costs (costs charged to **You** by a government, regulated authority or private organisation connected with finding and rescuing **You**. This does not include medical evacuation costs by the most appropriate transport).
  - Any costs as a result of a winter sports activity and **You** have not purchased the additional winter sports cover.
  - Any costs Incurred after a 12-month period from the date when the unexpected **Illness** first presented or the **Accidental Injury** happened.
  - **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- Anything mentioned in 'General exclusions' starting on page 78.



**Remember Your pre-claim checklist:**

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical reason for repatriation.
- ✓ Have any documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.

## 5. Overseas funeral expenses

**What You are covered for under section 5****You are covered...**

In the event **You** die while **overseas** on **Your Trip**, **We** will pay **You** up to the amount shown in the table of benefits on page 31, for the cost of:

- **Your** burial or;
- **Your** cremation **overseas** or;
- The cost of transporting **Your** remains to Australia

**What You are not covered for under section 5****You are not covered...**

- For costs relating to funeral expenses in Australia.
- If **You** die as a result of a **Pre-existing Medical condition** (as defined under **Definitions** p.90) unless **We** have assessed and accepted **Your** condition and **You** have paid an additional premium).
- If **You** die as a result of an **Accident** that occurs while on the ski slopes unless **You** purchased additional coverage for approved winter sports activities under **Our** Snow Pack.
- If **You** die as a result of **You** intentionally injuring **Yourself**.
- Anything mentioned in 'General exclusions' starting on page 78.

**Remember Your pre-claim checklist:**

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.

- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical cause of death.
- ✓ Have any documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.

## 6. Emergency accommodation expenses

### What You are covered for under section 6

#### You are covered...

Up to the amount shown in the table of benefits on page 31 if **You** cannot return to Australia as **You** originally planned due to **You** becoming seriously ill, testing positive for **Coronavirus**, or being injured, and, the Medical Emergency Assistance Company agrees **Your** extended stay is medically necessary.

#### We will pay for...

- **Your Reasonable** extra accommodation costs (room only max AUD200 per night)
- **Reasonable** extra accommodation (room only max AUD 200 per night) for someone to stay with **You** and travel **Home** with **You** if this is necessary due to medical advice;
- The **Reasonable** travel and accommodation (room only max AUD200 per night) expenses for one **Close relative** or friend to travel from Australia to stay with **You** and travel **Home** with **You** if this is necessary due to medical advice.

### What You are not covered for under section 6

#### You are not covered for...

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Any costs relating to a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless It Is listed within **Pre-existing Medical Conditions We** cover automatically, or cover was confirmed in writing by **Us**.
- Any claims arising directly or indirectly from **Coronavirus** if **You** are advised to quarantine or **You** chose to self-isolate due to a person **You** have come into contact with testing positive for **Coronavirus**.

- Any claims where the Medical Emergency Assistance Company have not been contacted to pre-authorise.
- Any costs for the following:
  - telephone calls (other than the first call to the Medical Emergency; Assistance Company to notify them of the medical problem);
  - taxi fares (unless a taxi is being used in place of an ambulance to take **You** to or from a hospital); or
  - Food and drink expenses (unless these form part of **Your** hospital costs if **You** are kept as an inpatient).
- Any costs **You** have to pay if **You** have refused to come back to Australia and the Medical Emergency Assistance Company considered **You** were fit to return **Home**.
- Any costs as a result of a winter sports activity and **You** have not purchased the additional winter sports cover.
- Any costs Incurred after a 12-month period from the date when the unexpected **Illness** first presented or the **Accidental Injury** happened.
- **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- **We** will not pay for additional transport and accommodation expenses when a claim is made under section 7 Cancellation costs p. 43.
- these benefits will be payable for up to 3 months from the date that **Your Trip** was interrupted.
- Anything mentioned in 'General exclusions' starting on page 78.

#### Remember Your pre-claim checklist:

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical reason for extending **Your** stay.
- ✓ Have any documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.

## 7. Cancellation costs

### What You are covered for under section 7

#### You are covered...

Up to the amount shown in the table of benefits on page 31 for:

- travel and accommodation expenses which **You** have paid or have agreed to pay under a contract and which **You** cannot get back.
- the cost of excursions, tours and activities which **You** have paid for and which **You** cannot get back.
- the cost of visas which **You** have paid for and which **You** cannot get back
- the **Reasonable** cost of rearranging **Your Trip**, where the cost is less than cancellation fees or lost deposits arising because the **Trip** is cancelled. This benefit can only be claimed once per policy per **Insured person**.
- **Your** travel agent's cancellation fees, up to 10% of total amount paid to the travel agent, or up to a maximum of \$2,000 per policy when fees are required to be paid in full or the maximum amount of deposit is payable at the time of cancellation. **We** will not pay any travel agent's cancellation fees above the level of commission and/or service fees normally earned by the agent had the **Trip** not been cancelled.
- the loss of frequent flyer points **You** used to purchase an airline ticket if the airline ticket is cancelled and **You** cannot recover the lost points from any other source.

#### We will only pay in the following circumstances...

**We** will provide the cover listed above if the cancellation of **Your Trip** is necessary and unavoidable as a result of the following:

- **Your** unforeseen death, **Accidental Injury**, or unexpected **Illness**, Including **Coronavirus** provided **You** have an official positive test result confirming **Your** diagnosis of **Coronavirus** within 14 days of **Your** planned departure date after the policy was purchased; or if **You** have been admitted to hospital due to testing positive for **Coronavirus** after the policy was purchased which medically prohibits **Your** ability to take **Your** holiday.
- The unforeseeable death, **Accidental Injury**, or unexpected **Illness** of **Your Close relative, Business associate** or travelling companion who is a **Resident** in Australia and who is in Australia at the time the event occurs, unless this was related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**.
- **You** have to go to court to be a witness or be on a jury (but not as an expert witness).

- There is an **Accident** involving a vehicle **You** were planning to travel in, which happens within seven days before the date **You** planned to leave and means **You** cannot use the vehicle (applies to self-drive holidays).
- **You, Your Close relative** or member of **Your Travelling party** are a member of the armed forces, police, fire, nursing or ambulance services and **You** have to stay in Australia because of an emergency or **You** are posted **overseas** unexpectedly.
- It is necessary for **You** to stay in Australia after a fire, storm, **Flood** or burglary at **Your Home** or place of business within 48 hours before the date **You** planned to leave and **You** provide **Us** with a written statement from a relevant public authority confirming the reason and necessity.
- **You** cannot travel because a **Natural Disaster**, not known of at the time of purchasing this insurance, but only if that **Natural Disaster** occurs within 7 days of **Your** planned **Trip** date and has caused **Your** travel service provider to cancel **Your** pre-paid service and **You** are not entitled to a refund or compensation from any other source.
- If the Australian Department of Foreign Affairs & Trade (DFAT) and/or **www.smartraveller.gov.au** advise against all, or, all but essential travel to **Your** destination after **You** purchased **Your** policy or booked **Your Trip** whichever the latter. **Please be aware** that no cover is available if the change in travel advice is as a result of **Coronavirus** – please see Covid notice on page 3 and **Coronavirus** exclusion in ‘**You are not covered...**’ below

## What You are not covered for under section 7

### You are not covered...

- For the **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- For cancelling **Your Trip** because of a **Medical condition** or an **Illness** related to a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless it is listed within **Pre-existing Medical Conditions We** cover automatically, or cover was confirmed in writing by **Us**.
- For any change of plans because **You** or **Your** travelling companion change **Your** mind and decide not to proceed with **Your** original **Trip**, or choose not to travel.
- If **You** arrange to travel when **You** know that there are circumstances that could lead to the **Trip** being disrupted or cancelled.
- If **Your** claim is related to the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.

- For any costs that would not have been incurred had **You** told the appropriate holiday company, including but not limited to tour operators, travel agents, transport providers, or accommodation providers, as soon as **You** knew **You** had to cancel **Your Trip**.
- For any claims arising directly or indirectly from **Coronavirus**:
- If **You** do not have an official positive test result confirming **Your** diagnosis within 14 days of **Your** planned departure date after the policy was purchased; or **You** have been admitted to hospital due to testing positive for **Coronavirus** after the policy was purchased.
- If **You** have not received the recommended number of doses (including boosters where eligible) of an approved **Coronavirus** vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if **You** were ineligible for vaccination or unable to receive the vaccine for medical reasons, and this is shown in **Your** medical records.
- Any claims arising due to volcanic ash carried by the wind.
- If **You** are advised to quarantine or **You** chose to self-isolate due to a person **You** have come into contact with having **Coronavirus**.
- If a medical professional advises **You** not to travel as **You** have underlying health conditions that place **You** 'at a higher risk' from **Coronavirus**.
- As a result of Australian Department of Foreign Affairs & Trade (DFAT) and/or **smartraveller.gov.au** advice against all, or all but essential travel to **Your** intended destination.
- As a result of local government restrictions or directives prohibiting or restricting entry (for example, self-isolation, quarantine or lockdown measures) to **Your** intended destination or on **Your** return **Home**.
- For **You** being unable to travel due to a failure to obtain the passport or visa needed for the planned **Trip**. This includes a failure to obtain ESTA Approval when **You** are travelling to the USA.
- For **You** failing to Check-in according to **Your** itinerary or the times advised to **You** by the travel provider.
- For costs which **You** have paid on behalf of any other person, unless that person is also an **Insured person** named on **Your** Policy Schedule. (An **Excess** will still be applied to each person who the costs relate to).
- For claims arising from **Your** business (other than severe damage to **Your** business premises within 48 hours of **Your** departure date).
- For claims arising from **Your** employment, including but not limited to, not being able to take leave from that employment (unless **Your** employer is the armed forces, police, fire, nursing or ambulance services and **You** have to stay in Australia because of an emergency or **You** are posted **overseas** unexpectedly).

- For claims arising from **Your** financial or contractual obligations or those of **Your** travelling companion, **Close relative** or **Business associate**.
- For any costs paid to a travel services provider (airline or **Cruise** company) if the same travel service provider is responsible for the cancellation.
- For any claim where **You** cannot go on a **Trip** because a tour operator cannot complete arrangements due to there not being the required number of people to start or finish a tour or **Trip**.
- For any costs **You** would have still had to pay even if **You** had not been due to travel, such as time share management fees or holiday club membership fees.
- For any claims arising from any **Natural Disaster** unless not publicly known of at the time of purchasing this insurance, (see [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for travel advisories and further information).
- For any claims arising from any **Natural Disaster** unless:
  1. The **Natural Disaster** was not publicly known of at the time of purchasing this insurance, (see [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for travel advisories and further information), and;
  2. The **Natural Disaster** occurs within 7 days of **Your** planned **Trip** date.
- For any loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Australian Consumer Law for Flight delays & cancellations, ATOL, or Australian Federation of Travel Agents Limited (AFTA) protection, or from **Your** credit card provider under section 75 of the *Consumer Credit Act*, or any other specific legislation for transport or travel providers.
- For any costs already compensated or offered by **Your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.
- If **Your** claim is for a loss that is recoverable by any other method, including but not limited to, compensation under transport accident laws or a workers' compensation act or by any government sponsored fund, plan, medical benefit scheme or any other similar legislation required to be effected by or under a law.
- Anything mentioned in 'General exclusions' starting on page 78.

#### Remember Your pre-claim checklist:

- ✓ **You** will need to provide **Us** with documents such as **Your** original booking invoice and receipts, a **Trip** cancellation invoice, written confirmation from **Your** airline or travel agent, any unused travel tickets and itineraries, and evidence that **You** are not entitled to a refund by any other means.
- ✓ This insurance policy will only respond to claims for costs that **You** are not entitled to recover elsewhere, **We** refer to these as '**Irrecoverable costs**'.

- ✓ In the event **You** need to claim on **Your** policy, **You** will need to provide **Us** with evidence demonstrating that **You** are not entitled to compensation from another source.
- ✓ Please refer to **Our** guide on page 18, this outlines organisations that are contractually required to offer **You** a refund provided **You** meet certain criteria.
- ✓ Get in touch to report the claim as soon as reasonably possible on **www.travelbyus.com/claims** or for 24-hour emergency assistance call our Medical Emergency Assistance Company **+61 2 880 9428**

## 8. Cutting Your Trip Short

**Please be Aware:** If **You** need to return **Home** to Australia earlier than planned, **You** must contact the Medical Emergency Assistance Company as soon as reasonably possible (please see contact details on page 6)

### What You are covered for under section 8

#### You are covered...

**We** will pay up to the amount shown in the table of benefits for:

- Travel and accommodation expenses which **You** have paid or have agreed to pay under a contract and which **You** cannot get back.
- The cost of excursions, tours and activities which **You** have paid for either before **You** left Australia or those paid for locally upon arrival at **Your** holiday destination and which **You** cannot get back.
- **Reasonable** additional travel costs (economy class unless a higher grade of travel is confirmed as medically necessary and authorised by the Medical Emergency Assistance Company) to return to Australia (or costs to return **Home** if **Your Trip** is within the Australia) if it is medically necessary and unavoidable for **You** to cut short **Your Trip**.

**Please note:** If payment has been made using frequent flyer points, Avios air miles, loyalty card points, or similar loyalty card schemes, settlement of **Your** claim will be based upon the lowest available published flight fare for the flight originally booked if they are non-transferable.

**We** will provide this cover if the cutting short of **Your Trip** is necessary and unavoidable as a result of the following:



- You dying, **Your** unexpected **Illness**, **You** testing positive for **Coronavirus**, or **Your Accidental Injury** during **Your Trip** and a medical professional deems it medically necessary and unavoidable to cut **Your Trip** short.
- The death, serious unexpected **Illness** or **Accidental Injury** of a **Close relative**, **Business associate**, a person who **You** are travelling with, or a friend living abroad who **You** had planned to stay with during **Your Trip**. (**Please note:** there is no cover for any claims relating to **Coronavirus**).
- If the police or relevant authority need **You** to return to **Your Home** in Australia after a fire, storm, **Flood**, burglary or vandalism to **Your Home** or place of business.
- If **You** are a member of the armed forces, police, fire, nursing or ambulance services which results in **You** having to return to **Your Home** in Australia due to an unforeseen emergency or if **You** are posted **overseas** unexpectedly.
- Because a **Natural Disaster**, not publicly known of at the time of purchasing this insurance and that occurs during **Your Trip**, and the advice on [www.smartraveller.gov.au](http://www.smartraveller.gov.au) is to return to **Your Home**

**Please note:** We will calculate claims for cutting short **Your Trip** from the day **You** return to Australia begins or the day **You** go into hospital **overseas** as an inpatient. **Your** claim will be based on the number of complete days **You** have not used.

## What You are not covered for under section 8

### You are not covered for...

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Cutting **Your** trip short due to **Your** unexpected **Illness**, **You** testing positive for **Coronavirus**, or **Your Accidental Injury** during **Your Trip** if a medical professional does not deem it medically necessary and unavoidable for **You** to return home.
- Cutting short **Your Trip** because of a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless it is listed within **Pre-existing Medical Conditions** We cover automatically, or cover was confirmed in writing by **Us**.
- Any claim for **You** having to cut your trip short due to the death, serious unexpected **Illness** or **Accidental Injury** of a **Business associate**, a person who **You** are travelling with, or a **Close relative** or friend living abroad who **You** had planned to stay with during **Your Trip** that is related to a **Pandemic** and/or **Epidemic** including but not limited to **Coronavirus**
- Any claims where the Medical Emergency Assistance Company have not been contacted to authorise **Your** early return back to Australia.

- Any claim where **You** cannot go on a **Trip** because a tour operator cannot complete arrangements due to there not being the required number of people to start or finish a tour or **Trip**.
- Any additional expenses incurred should **You** decide to travel to any destination other than Australia in the event of cutting short **Your Trip**. If **You** have to cut short **Your Trip** and **You** do not return to Australia **We** will only be liable for the equivalent costs which **You** would have incurred had **You** returned to Australia.
- **You** being unable to continue with **Your** travel due to **Your** failure to obtain the passport or visa **You** need for the **Trip**.
- The cost of **Your** intended return travel to the Australia if **We** have paid additional travel costs for **You** to cut short **Your Trip**.
- Costs where **Your** inability to use pre-paid activities, excursions, or tours due to unexpected **Illness** or **Accidental Injury** is not verified in writing by **Your** treating **Doctor**.
- Any claim arising from **You** acting in a way which goes against the advice of a **Doctor**, or **You** travelling against the advice of **Doctor**, or where **You** would have been if **You** had sought their advice before beginning **Your Trip**.
- If **Your** claim is related to the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.
- **We** will not pay for any claim under this section when a claim is made under Section 7. Cancellation costs (See page 43).
- If **You** arrange to travel when **You** know that there are circumstances that could lead to the **Trip** being disrupted or cancelled.
- **Your** claim is for a loss that is recoverable by any other method, including but not limited to, compensation under transport accident laws or a workers' compensation act or by any government sponsored fund, plan, medical benefit scheme or any other similar legislation required to be effected by or under a law.
- Any costs are already accepted or offered by **Your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.
- Anything mentioned in 'General exclusions' starting on page 78.

#### Remember Your pre-claim checklist:

- ✓ Get in touch to report the claim as soon as reasonably possible on <http://www.travelbyus.com/claims> or for 24-hour emergency assistance call +61 2 880 9428.
- ✓ If **You** are cutting **Your Trip** short due to medical reasons make sure **You** get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist,

or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical reason for cutting **Your Trip** short.

- ✓ Have any documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.

## 9. Travel delay expenses

### What You are covered for under section 9:

#### You are covered...

Up to the amount shown in the table of benefits on page 31, if **Your** pre-paid scheduled transport is delayed, cancelled or rescheduled as a result of poor weather, strike, Industrial action and/or mechanical breakdown.

#### You are covered for...

- **Reasonable** additional expenses for accommodation, meals and transfers between transport terminals and accommodation where **You** are delayed for six hours or more for each 12-hour period of delay provided **You** eventually go on the holiday.
- The cost of **Your** unusable, non-recoverable, pre-paid accommodation, transfers, tours, events and attractions if **You** are unable to reach **Your** next destination on time.

#### Please be Aware:

- If **You** make a claim under both of these covers, **We** will only pay the higher of the two.
- **You** must be able to give **Us** all receipts and written confirmation from the **Carrier** outlining the reasons for the cancellation, rescheduling or delay and if they offered **You** any compensation.
- **We** will only consider additional expenses **You** have if they are **Reasonable** and necessary and the same class as **You** originally booked.
- **We** will not pay for flights or other transport costs or upgrades for **You** to continue **Your** journey.

### What You are not covered for under section 8

#### You are not covered for...

- If **You** arrange to travel when **You** know that there are circumstances that could lead to the **Trip** being disrupted or cancelled.
- Any costs related to the financial collapse of any transport, tour or accommodation provider.
- Anything mentioned in 'General exclusions' starting on page 78.

**Remember Your pre-claim checklist:**

- ✓ Get in touch to report the claim as soon as reasonably possible on [www.travelbyus.com/claims](http://www.travelbyus.com/claims) or for 24-hour assistance call our Medical Emergency Assistance Company +61 2 880 9428.

## **10. Airfares for resumption of travel**

**What You are covered for under section 10:**

**You are covered...**

Up to the amount shown in the table of benefits on page 31 if **You** need to return to **Your Home** in Australia during **Your Trip** because an immediate **Family** member (spouse, **Partner**, child, step child or **Parent**), who is residing in Australia or New Zealand, suffers from an unexpected death, unexpected serious (life threatening) **Accidental** bodily **Injury**, or unexpected serious (life threatening) **Illness** and **You** want to resume **Your Trip**.

**We will pay...**

The **Reasonable** cost of return airfare to allow **You** to resume **Your Trip** provided **You** do not already have a return leg fare booked.

**Please be Aware:**

- **You** only have this cover if **You** choose to not make a claim under Section 7. Cancellation costs (page 43) or Section 8. Cutting Your Trip Short (page 47).
- **You** must resume **Your Trip** within 60 days of **Your** return to Australia.
- There must be at least 7 days remaining on the period of **Your Trip** as shown on **Your Certificate of Insurance** from the date **You** returned to Australia.
- This cover is subject to the policy limits and exclusions, please see 'General exclusions' on pages 78–66.

**Remember Your pre-claim checklist:**

- ✓ Get in touch to report the claim as soon as reasonably possible on [www.travelbyus.com/claims](http://www.travelbyus.com/claims) or for 24-hour assistance call Medical Emergency Assistance Company +61 2 880 9428.

## 11. Personal belongings or Baggage (not including Personal Electronics/Gadgets)

### What You are covered for under section 11

#### 11a. Personal belongings and Baggage (not including Personal Electronics/Gadgets)

##### You are covered...

Up to the limits specified in the table of benefits on page 31 if **Your Personal belongings** and/or **Baggage** are stolen or **Accidentally** damaged during **Your Trip**.

##### Please be aware...

- There is no cover under section 11 for **Personal Electronics** and/or **Gadgets**.
- The **Personal belongings** and/or **Baggage** must not be hired, loaned or entrusted to **You**.
- The **Personal belongings** and/or **Baggage** must usually be carried or worn by **You**.
- Payment will be based on the value of the **Personal belongings or Baggage** at the time it was stolen or **Accidentally** damaged. A deduction will be made for wear, tear and loss of value depending on the age of the **Personal belongings or Baggage**.
- The maximum amount **We** will pay for any one item, **Pair or set of items** is shown in the table of benefits. Please refer to the definition of 'Pair or set of items' on page 89.
- The maximum amount **We** will pay for **Personal belongings or Baggage** is shown in the table of benefits.
- A Police Report that includes a statement of facts regarding the event must accompany all theft and vandalism claims.
- The maximum **We** will pay for **Personal belongings or Baggage**, which are stolen from an **Unattended** motor vehicle is \$100 for each **Insured person(s)**, **We** will only pay if the theft or damage occurs between 9am and 9pm, and the **Personal belongings or Baggage** are kept in a locked boot, a locked and covered luggage compartment, or a locked glove compartment, and there was evidence of forced and violent entry to the vehicle.
- **You** must take **Reasonable** care to keep **Your Personal belongings** and/or **Baggage** safe, and if they are stolen, **You** must take all **Reasonable** steps to get them back.

- If **Your Personal belongings** and/or **Baggage** are damaged by **Your Public transport Carrier You** must give written notice of the claim to them within the time limit in their conditions of carriage (**You** should also keep a copy).
- **You** must keep **Your** tickets and luggage tags.
- If **Your Personal belongings** and/or **Baggage** are damaged by an authority or **Your** accommodation provider, **You** must report the details of the damage to them in writing as soon as possible and get written confirmation.
- **You** must be able to prove that **You** own **Your Personal belongings** and/or **Baggage** that is/are stolen or damaged.

### What is not covered under Section 11a

- The policy Excess, as outlined in **Your Certificate of Insurance**.
- Any claims for **Personal Electronics** including but not limited to mobile phones, smart phones, headphones, tablets or laptops.
- Any claims for **Personal belongings** and/or **Baggage** resulting from misplacement and/or **Accidental** loss.
- Any claims for theft unless they are reported to the appropriate local police authorities. A Police Report that includes a statement of facts regarding the event must accompany all theft and vandalism claims.
- Any claims for **Personal belongings** and/or **Baggage** which are left **Unattended**, unless stored in a locked safety deposit box or locked safe, or are locked in **Your** accommodation and there is evidence of force or forcible entry.
- Any claims for **Personal belongings** and/or **Baggage** left in **Your** accommodation's courtesy storage facility.
- Any claims for **Personal belongings** and/or **Baggage** which **You** have left **Unattended** in a motor vehicle unless:
  - The theft or damage occurs between 9am and 9pm; and
  - It is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area); and
  - There was evidence of forced and violent entry to the vehicle.
- Any claims for Winter sports equipment, golf equipment, sports equipment, adventure sports equipment, pedal cycles, Business Samples, **Business equipment** or other items used in connection with **Your** work, unless cover is specified on **Your Certificate of Insurance**.
- Any claims for cracked, scratched or broken glass, china or similar fragile items.
- Any claims for wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- Any claims for any items shipped as freight or items delayed, detained or confiscated by customs or other officials.

- Any claims for personal money, business money, bonds, securities or documents of any kind.
- Any claims for damage where the item was dropped.
- Any claims for cosmetic damage where **Your Personal belongings** and/or **Baggage** are still operable, including but not limited to scratches and dents.
- Any expense incurred as a result of not being able to use **Personal belongings** and/or **Baggage** (such as loss of potential earnings).
- Any claims for costs resulting from unauthorised use of **Your Personal belongings** and/or **Baggage**.
- Any claims for satellite navigation systems (GPS), cameras, Personal Digital Assistants (PDAs), drones, games consoles (including hand-held consoles) and all the accessories for these items.
- Any claims for **Personal belongings** and/or **Baggage** delayed or detained by customs or other officials.
- Any loss that is not directly associated with the incident that caused the claim.
- Any claim for theft or damage more specifically insured by another policy.
- Any claims for food or drink.
- Any claims for contact and corneal lenses, medical and dental fittings, or hearing aids.
- Any claim for costs which **You** can recover from **Your Public transport Carrier** or by any other means.
- Anything mentioned in 'General exclusions' starting on page 78.

## 11b. Personal Money

### You are covered...

**We** will pay up to the limit shown in the table of benefits if **Your** cash or travellers cheques are stolen during **Your Trip** if **You** can provide evidence **You** owned them and provide evidence of their value (this would include receipts, bank statements or cash withdrawal slips).

### Please be aware...

- **You** must take **Reasonable** care to keep **Your** cash or travellers cheques safe.
- If **Your** cash or travellers cheques are stolen, **You** must take all **Reasonable** steps to get it back.
- **You** must report any theft to the police within 24 hours of discovering it and obtain a written police report. **You** must be able to prove that **You** own the stolen money, if **You** do not it may affect **Your** claim.
- The maximum amount **We** will pay for cash carried by one **Insured person**, whether jointly owned or not, is the cash limit as shown in the table of benefits.

## What is not covered under 11b?

### We will not pay for:

- The claims **Excess**, as outlined in **Your** statement of insurance.
- Claims for Cash or travellers cheques which are not with **You** unless it is stored in a locked safety deposit box, locked safe.
- Claims for cash or travellers cheques that were left **Unattended**.
- Claims for theft unless there is evidence of force or forcible entry.
- Any claims for theft unless they are reported to the appropriate local police authorities and **You** have a Police Report that includes a statement of facts regarding the event.
- Bonds, securities or documents of any kind.
- Shortages due to a mistake or loss due to a change in exchange rates.
- Cash or travellers cheques which are delayed, detained or confiscated by customs or other officials.
- Claims arising due to an authorised person fraudulently using **Your** credit or debit card.
- Any costs incurred by **You**, which **You** can recover from **Your Public transport Carrier** or that can be recovered by any other means.
- Anything mentioned in 'General exclusions' starting on page 78.

## 11c. Passport, Travel tickets, travel documents and driving licence

### You are covered...

Up to the limit shown in the table of benefits if **Your** passport, visa, travel tickets, travel documents or driving licences are **Accidentally** damaged, lost, or stolen during **Your Trip**.

**We** will also pay **Reasonable** and necessary extra travel, communication and accommodation costs (room only) while **You** arrange a replacement or temporary replacement.

### Please be aware...

- **You** must report any loss or theft to the police within 24 hours of discovery and provide **Us** with a satisfactory police report.
- If Passport, Travel tickets, travel documents and driving license are lost, stolen or damaged while in the care of **Your** accommodation provider **You** must report this to them immediately on discovery in writing and obtain a written confirmation of the loss, damage or theft.



## What is not covered under section 11c...?

### We will not pay for:

- The claim **Excess**, as outlined in **Your Certificate of Insurance**.
- Any claims for passport, visa, travel tickets, travel documents or driving licences which are left **Unattended**, unless stored in a locked safety deposit box or locked safe, or are locked in **Your** accommodation.
- Any items which are detained or confiscated by customs or other officials.
- Any costs incurred by **You**, which **You** can recover from **Your Public transport Carrier** or that can be recovered by any other means.
- Anything mentioned in 'General exclusions' starting on page 78.

### Remember the Claims Checklist:

- ✓ If **Your** Passport, Travel tickets, travel documents and/or driving license are lost or stolen report it to the local police within 24 hours and get a written report.
- ✓ If **Your** Passport, Travel tickets, travel documents and/or driving license are lost, damaged or stolen report to **Your** airline or transport provider as soon as possible and get a written report.
- ✓ Get original receipts, valuations, or other proof of ownership of any items related to the claim.
- ✓ Get in touch to report the claim as soon as reasonably possible on [www.travelbyus.com/claims](http://www.travelbyus.com/claims) or for 24-hour assistance call Medical Emergency Assistance Company +61 2 880 9428.

## 12. Legal liability

### What You are covered for under section 12

#### You are covered...

Up to the total amount shown in the table of benefits (page 31) if, during an insured **Trip**, **You** are legally liable for **Accidentally**:

- injuring someone; or
- damaging or losing someone else's **Personal belongings or Baggage**.

#### Please Be Aware:

- **You** must give **us** notice of any cause for a legal claim against **You** as soon as **You** know about it, and send **us** any documents relating to a claim;
- **You** must help **Us** with **Your** claim and give **Us** all the information **We** need to allow them to take action on **Your** behalf;

- **You** must not negotiate, pay, settle, admit or deny any claim unless **You** get **Our** permission in writing; and
- **We** will have complete control over any legal representatives appointed and any proceedings, and **We** will be entitled to take over and carry out in **Your** name **Your** defence of any claim or to prosecute for **Our** own benefit any claims for indemnity, damages or otherwise against anyone else.

## What You are not covered for under section 12

### You are not covered for...

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Any liability arising from an **Accidental Injury** or loss or damage to property:
  - owned by **You**, a member of **Your Family** or household or a person **You** employ; or
  - In the care, custody or control of **You** or of **Your Family** or household or a person **You** employ (other than temporary holiday accommodation occupied but not owned by **You**).
- Any claim assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- Any liability for death, disease, unexpected **Illness**, **Accidental Injury**, loss or damage:
  - to members of **Your Family** or household, or a person **You** employ;
  - arising in connection with **Your** trade, profession or business;
  - arising in connection with a contract **You** have entered into;
  - arising due to **You** acting as the leader of a group taking part in an activity;
  - arising due to **You** owning, possessing or using mechanically-propelled vehicles, watercraft or aircraft of any description, animals (other than domestic cats or dogs), firearms or weapons; or
  - as a result of a winter sports activity if **You** have not purchased the additional winter sports cover.
- **You** being required to pay any sort of fine or penalty, punitive, aggravated or exemplary damages;
- Any conduct intended to cause bodily **Injury**, property damage or liability with reckless disregard for the consequences of **You** or any person acting with **Your** knowledge, consent or connivance.
- Any disease that is transmitted by **You**.
- Assault and/or battery committed by **You** or at **Your** direction.
- Anything mentioned in 'General exclusions' starting on page 78.

### Remember the Claims Checklist:

- ✓ Do not admit liability, offer or promise compensation.
- ✓ Give details of **You** name, address and travel insurance.
- ✓ Take photographs and videos, and get details of witnesses if **You** can.
- ✓ Tell **Us** as soon as reasonably possible about any claim that is likely to be made against **You** and send **Us** all the documents that **You** receive.
- ✓ **You** can get **Us** on: [www.travelbyus.com/claims](http://www.travelbyus.com/claims) or for 24-hour assistance call Medical Emergency Assistance Company **+61 2 880 9428**.

## 13. Legal Costs

### What You are covered for under section 13

#### You are covered...

Up to the amount shown in the table of benefits for legal costs and expenses arising as a result of dealing with claims for compensation and damages resulting from **Your** death, unexpected **Illness** or **Accidental Injury** during **Your Trip**.

#### Please be Aware...

- **We** will have complete control over any legal representatives appointed and any proceedings;
- **You** must follow **Our** advice or that of **Our** agents in handling any claim; and
- **You** must use **Reasonable** efforts to get back all of **Our** expenses where possible. **You** must pay **Us** any expenses **You** do get back.
- All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- **We** may at **Our** discretion offer to settle a claim with **You** instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.
- **We** may at **Our** discretion offer to settle a counter-claim against **You** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

### What You are not covered for under section 13

#### You are not covered for...

- Any legal costs and expenses which **We** have not agreed to accept beforehand in writing.

- Any claim where **We** or **Our** legal representative believe that an action is not likely to be successful or if **We** believe that the costs of taking action will be greater than any award.
- The costs of making any claim against **Us**, **Agile**, **Our** agents or representatives, or against any tour operator, travel agent, accommodation provider, **Carrier** or any person who **You** have travelled with or arranged to travel with, pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.
- Any fines, penalties or damages **You** have to pay.
- The costs of making any claim for **Accidental Injury**, loss or damage caused by or in connection with **Your** trade, profession or business.
- Any claims arising out of **You** possessing, using or living on any land or in any buildings.
- Any claims arising out of **You** owning, possessing or using mechanically-propelled vehicles, watercraft or aircraft of any description, animals, firearms or weapons.
- Any claim reported more than 180 days after the incident took place.
- Any claims from **You** becoming injured or dying as a result of a winter sports activity and **You** have not purchased the additional winter sports cover.
- The costs incurred in the defence against any civil claim or legal proceedings made or brought against **You**.
- The costs incurred after **You** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be **Reasonable** or **You** not accepting an offer from **us** to settle a claim.
- Anything mentioned in 'General exclusions' starting on page 78.

# Additional Options

## About these additional options

**Your** policy includes these additional optional covers only when **You** have selected the additional option (the 'pack'), paid the additional premium and the additional option is shown on **Your Certificate of Insurance**.

### Snow Pack



Snow Pack Table of Benefits	Limit
Snow sports overseas emergency medical assistance	Unlimited
Funeral expenses	\$20,000
Snow sports overseas emergency medical & hospital expenses	Unlimited
Own snow sports equipment	\$1,500
Snow sport equipment hire	\$1,500
Unused snow sports costs	\$1,000
Piste closure	\$1,000
Bad weather & avalanche closure	\$750

#### ***Please be Aware:***

**You** are not covered under this option for claims under Section 12 Legal liability (page 56) or if **You** participate in winter sports in backcountry or off-piste, or the activities listed under **Adventure Pack p.72**.

**You** must be under the age of 69 at the date **Your Certificate of Insurance** is issued.

## Snow sports overseas emergency medical assistance

### You are covered...

Up to the amount shown in the snow pack table of benefits for the cost of **Your** return to Australia earlier than planned due to **You** suffering an **Accidental Injury** or unexpected **Illness** during **Your Trip**. **We** will only provide cover if **Your** return is approved by the Medical Emergency Assistance Company, and It is deemed to be a medical necessity.

**Please be Aware:** the event of **Your Accidental Injury** or unexpected **Illness** **We** reserve the right to arrange for **Your** repatriation to Australia at any time during the **Trip**. **We** will do this if in the opinion of the **Doctor** in attendance or the Medical Emergency Assistance Company **You** can be moved safely and/or travel safely to Australia to continue treatment.

### You are not covered for...

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Any costs relating to a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless it is listed within **Pre-existing Medical Conditions** (page 24) **We** cover automatically, or cover was confirmed in writing by **Us**.
- Any claims arising directly or indirectly from **Coronavirus**.
- Any claims where the Medical Emergency Assistance Company have not been contacted to authorise **Your** early return back to Australia.
- Any search and rescue costs (costs charged to **You** by a government, regulated authority or private organisation connected with finding and rescuing **You**. This does not include medical evacuation costs by the most appropriate transport).
- Any costs Incurred after a 12-month period from the date when the unexpected **Illness** first presented or the **Accidental Injury** happened.
- **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.

Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits within the table of benefits.

### Remember Your pre-claim checklist:

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.

- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical reason for repatriation.
- ✓ Have any documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.

## Snow pack Funeral Expenses

### You are covered...

In the event **You** die while **overseas** on **Your Trip**, **We** will pay **You** up to the amount shown in the snow pack table of benefits above, for the cost of:

- **Your** burial or;
- **Your** cremation **overseas** or;
- The cost of transporting **Your** remains to Australia

### You are not covered...

- For costs relating to funeral expenses in Australia.
- If **You** die as a result of a **Pre-existing Medical condition** (as defined under **Definitions** p.90) unless **We** have assessed and accepted **Your** condition and **You** have paid an additional premium).
- If **You** die as a result of **You** intentionally injuring **Yourself**.
- Anything mentioned in 'General exclusions' starting on page 78.

### Remember Your pre-claim checklist:

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical cause of death.
- ✓ Have any documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions)** p. 78 and policy limits within the table of benefits.*

## Snow pack emergency medical expenses

### You are covered...

Up to the amount shown in the Snow pack table of benefits above, for the necessary and **Reasonable** costs of emergency medical, surgical, and hospital treatment required in the event **You** suffer an unexpected **Illness**, or suffer a serious **Accidental Injury** on **Your Trip**.

### You are not covered for...

- Any treatment or surgery which the Medical Emergency Assistance Company thinks is not immediately necessary and can wait until **You** return to Australia. The decision of the Medical Emergency Assistance Company is final.
- Any treatment or surgery which in the opinion of **Our** Medical Emergency Assistance company is considered to be cosmetic, experimental or elective.
- any treatment or surgery carried out in Australia.
- Any treatment or surgery carried out more than 12 months after the expiry of this insurance.
- Inpatient or private treatment which has not been notified as soon as possible and agreed by **Us** or the Medical Emergency Assistance Company.
- The extra cost of a single or private hospital room unless this is medically necessary and authorised by the Medical Emergency Assistance Company.
- Treatment in a private hospital or private clinic where suitable state facilities are available.
- Treatment in a private hospital or private clinic unless authorised and agreed by **Us**.
- Any costs for the following:
  - telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);
  - taxi fares (unless a taxi is being used in place of an ambulance to take **You** to or from a hospital); or
  - Food and drink expenses (unless these form part of **Your** hospital costs if **You** are kept as an inpatient).
- Any costs **You** have to pay if **You** have refused to come back to Australia and the Medical Emergency Assistance Company considered **You** were fit to return **Home**.
- Any costs Incurred after a 12-month period from the date when the unexpected **Illness** first presented or the **Accidental Injury** happened.
- Any treatment or surgery carried out more than 12 months after the expiry of this insurance whichever sooner.
- Any cost of treatment if there is evidence that **You** are travelling to receive medical treatment.



- If **You** received private hospital or medical treatment where public-funded services or care was available in Australia or under any reciprocal health care agreement between the Government of Australia and the government of any other country.
- If **Your** claim arises out of pregnancy or related **Complications** after 26 weeks of pregnancy in the case of a single baby or after 19 weeks of pregnancy in the case of twins.
- **Note for expectant mothers:** **You** should consider whether **You** should travel under this policy; cover is not provided for childbirth or the health of a newborn child, irrespective of when the child is born.
- If **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- Any claim arising from **You** acting in a way which goes against the advice of a **Doctor**, or **You** travelling against the advice of **Doctor** or where **You** would have been if **You** had sought their advice before beginning **Your Trip**.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

#### **Remember Your pre-claim checklist:**

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical tests requested and treatment given.
- ✓ Have documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.
- ✓ **You** have up to 30 days following **Your** return to Australia to lodge **Your** claim.

## **Snow pack sports equipment**

### **You are covered...**

If during **Your Trip**, **Your Snow sport equipment** is lost, stolen or damaged **We** will pay **You** for:

- the value of the **Snow sport equipment** after allowing for **Reasonable** depreciation for items that are more than two years old; or

- arrange and pay for, or reimburse the cost of, repairing or replacing the **Snow sport equipment** with articles in the same condition, but not with articles better or more expensive than the **Snow sport equipment** was when new.

**You are not covered if...**

- **You** do not report the loss, theft or damage within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority **You** were travelling on when the loss, theft or damage occurred. **You** must prove that **You** made such report by providing **us** with a written statement from whoever **You** reported it to.
- The loss, theft or damage is to, or of, **Snow sport equipment** left behind in any hotel or motel room after **You** have checked out, or **Snow sport equipment** left behind in any aircraft, ship, train, tram, taxi or bus.
- The **Snow sport equipment** was being sent unaccompanied by **You** or under a freight contract.
- The loss or damage arises from any process of cleaning, repair or alteration.
- The loss or damage arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin.
- The **Snow sport equipment** was left **unsupervised** in a **public place**.
- **You** are entitled to be reimbursed by the bus line, airline, shipping line or rail authority **You** were travelling on when the loss, theft or damage occurred. However, if **You** are not reimbursed the full amount of **Your** claim, **We** will pay the difference between the amount of **Your** loss and what **You** were reimbursed, up to the limit of **Your** cover.
- The claim arises from ice skating, bobsleighbing, snow rafting, para-penting, ski acrobatics, ski or snowboard jumping, aerial skiing, stunting, freestyle, ski joring or any form of power-assisted skiing or use of mechanised snow-mobiles except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing.

**Please be aware:**

- **You** must report **Your** loss or theft to the police or responsible public-transport provider within 24 hours and provide **Us** with a written record prepared by the police or public-transport provider at the time the loss or theft is reported.
- **We** have the option to repair or replace the **Snow sport equipment** instead of paying **You**.
- A pair or set of items, for example (but not limited to):
  - a matched or unmatched set of skis or ski poles are considered as only one item and the appropriate benefit limit will be applied.
- **Snow sport equipment** owned by **You** and left in a motor vehicle is only covered during daylight hours and must have been left in a concealed storage

compartment of a locked motor vehicle and, in the event of theft, forced entry must have been made. The most **We** will pay is \$200 for each item, and \$1,000 in total for all stolen items.

- No cover is provided for **Snow sport equipment** while it is in use.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## **Snow sport equipment hire**

### **We will Cover You ...**

If during **Your Trip**, **You** winter sports equipment is:

- lost, stolen or damaged and a claim has been accepted by us; or
- delayed by **Your** public-transport provider by more than 24 hours

then...

**We** will reimburse **You** the cost of hiring alternative winter sports equipment up to the maximum sum insured specified in the table above.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## **Unused snow sports costs**

### **You are covered...**

If during **Your Trip**, **You** suffer an **Accidental Injury** or **Illness** and a **Doctor** determines that **You** are unable to use **Your** pre-booked and pre-paid ski passes, ski hire, tuition fees or lift passes, **We** will reimburse **You** for the non-refundable cost of the unused portion up to the limits shown in the table above.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

**Note:** Any claims must be accompanied by a copy of a medical report provided by a **Doctor** detailing the nature and extent of the **Accidental Injury** or **Illness** and as a result confirming **Your** inability to participate in winter sports.

## Piste closure

### You are covered...

If during **Your Trip** and during the ski season, all lift systems are closed for more than 24 hours due to insufficient snow, bad weather or power failure at **Your** pre-booked ski holiday resort, **We** will reimburse **You** for the cost of transport to the nearest alternative resort and additional ski passes at that resort up to the limit shown in the snow pack table of benefits above.

### You are not covered...

- for any claims arising if **Your** holiday resort does not have skiing facilities greater than 1,000 metres above sea level; or
- for any claims if the resort is open and there is sufficient snow for normal on-piste skiing activities; or
- for any claims outside the ski season, which for the purpose of this section is defined as 15<sup>th</sup> December to 31<sup>st</sup> March in Northern Hemisphere resorts, and 15<sup>th</sup> June to 30<sup>th</sup> September in Southern Hemisphere resorts.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## Bad weather and avalanche closure

### You are covered...

If, as a result of avalanche or bad weather **Your** pre-booked outward or return **journey** is delayed for more than 12 hours from **Your** scheduled departure time, **We** will pay the **reasonable** extra travel and accommodation expenses that **You** need to pay provided **You** obtain a written statement from the appropriate authority confirming that the reason for the delay was related to either an avalanche or bad weather, and how long the delay lasted.

*Cover is subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## Rental Vehicle Insurance Excess Pack



### Rental Vehicle Insurance Excess Pack table of benefits

### Limit

Rental Vehicle Insurance Excess Pack benefit

\$5,000

### You are covered...

If **You** rent a vehicle from a rental company while on your **Trip** and it is involved in an accident, is damaged or is stolen while in **Your** care **You** are covered for the rental vehicle insurance excess up to the applicable limit shown in the table above.

### Please be aware...

**You** must provide us with the written rental agreement from a licensed rental company and have taken the insurance option with them.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## Gadget Pack

**Please note:** The following sections only apply if **You** have paid the required extra premium and this is shown on **Your** insurance certificate. Cover only applies for the duration of **Your** trip, as stated on **Your certificate of Insurance**.

### Gadget Pack Table of Benefits

### Limit

Excess

\$250

Accidental loss of **Gadget**

\$2,000

Accidental damage of **Gadget**

\$1,500

Theft of **Gadget**

\$2,000

Including: one item/pair set of items limit

\$1,000

## Definitions relating to Gadget cover

**Gadget** means the item(s) insured under this policy, purchased by **You** and shown within the relevant **proof of purchase**. Only item(s) from the following list, which are under thirty-six (36) months old at the time **You** purchased this policy shall be covered: ipads, smart phones, smart watches, games consoles, cameras including digital cameras, camera lenses, video cameras, mobile phones, laptops, bluetooth headsets, E-Reader, in-car computers, head/ear phones, tablets, wireless speakers.

**Immediate family** means **Your** mother, father, child, brother, sister, spouse/civil partner and partner, who permanently reside with **You**.

**Pair or set of items** means items of personal property which are substantially the same, complementary, or designed to be used together.

**Proof of Purchase** means the original purchase receipt provided at the point of sale that gives details of the **Gadget** purchased, or similar documents that provide proof that **You** own the **Gadget**.

**Violent and forcible entry** means entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

### You are covered for...

#### Accidental loss

**We** will pay up to the amount shown in the table of benefits for the cost of a replacement, less a deduction for wear, tear and depreciation (loss of value), if **Your Gadget** is accidentally lost.

#### Accidental damage

**We** will pay up to the amount shown in the table of benefits for the repair or replacement cost, less a deduction for Wear, tear and depreciation (loss of value), if **Your Gadget** is damaged as the result of an accident.

#### Theft

If **Your Gadget** is stolen **We** will pay up to the amount shown in the table of benefits for the cost of a replacement, less a deduction for Wear, tear and depreciation (loss of value). Where only part or parts of **Your Gadget** have been stolen, **We** will only pay to replace that part or those parts.

### Please be aware:

- The most **We** will pay for any one claim will be the replacement value of **Your Gadgets**, limited to a maximum of five (5) **Gadgets** per policy, less a deduction for wear, tear and depreciation (loss of value); and in any case shall not exceed **our** maximum liability for the level of cover, as shown in the table of benefits.
- A deduction will be made for wear, tear and loss of value on claims made for **Gadgets** owned by **You** as follows:
  - Up to 12 months old – cover for 70% of the purchase price
  - Up to 24 months old – cover for 50% of the purchase price
  - Up to 36 months old – cover for 20% of the purchase price
  - 36 months or over – no cover

The maximum amount **We** will pay for any one item, **Pair or set of items** is shown in the table of benefits.

### What **You** are not covered for...

- The excess as shown in the table of benefits for each insured person and for each incident.
- Any claim for a **Gadget** purchased under a private sale or by a business.
- Any **Gadget** which is thirty-six (36) months old or over at the date **You** purchased this policy.
- Any theft unless accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.
- Any claim involving theft unless reported to the appropriate local Police authorities and **Your** mobile coverage provider (if applicable) within twenty-four (24) hours of discovery or as soon as possible after that.
- Loss, theft or damage to the **Gadget** contained in an unattended vehicle unless:
  - it is locked out of sight and in a secure baggage area, and
  - forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
- Any loss, theft or damage of the **Gadget** left as checked in luggage or while in the custody of a carrier, tour operator or public transport operator.
- Any loss, theft or damage to the **Gadget** as a result of confiscation or detention by customs, other officials or authorities.
- Theft of the **Gadget** from an unoccupied premises whilst on holiday, unless there is evidence of **violent and forcible entry** to the premises.
- Theft of the **Gadget** left unattended in a public place or a place to which the public has regular access.

- Theft of the **Gadget** from the person unless force, pickpocket or threat of violence is used.
- Theft or accidental damage to the **Gadget** whilst on loan to anyone else other than **Your Immediate family**.
- Theft of or damage to accessories other than SIM or PCIMA cards which were in the **Gadget** at the time of the damage or theft
- Any claim resulting from the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
- Repair or other costs for:
  - routine servicing, inspection, maintenance or cleaning;
  - loss caused by a manufacturer's defect or recall of the **gadget**;
  - replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
  - repairs carried out by anyone not authorised by **us**;
  - wear and tear or gradual deterioration of performance;
  - claims arising from abuse, misuse or neglect;
  - a **gadget** where the serial number has been tampered with in any way.
- Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
- The GST element of any claim if **you** are registered for GST.
- Reconnection costs or subscription fees of any kind.
- The cost of replacing any personalised ring tones or graphics, downloaded material (including apps) or software.
- Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**.
- Any claim that occurs whilst not on **Your trip**.
- Liability of any nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.
- Any damage as a result of **you** participating in **winter sports** activities unless the appropriate premium has been paid to include cover for **winter sports** activities.
- Any damage as a result of **you** participating in sports and activities which require payment of an additional premium unless the appropriate premium has been paid to cover that sport or activity.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

**Please note:** *if **you** are insuring an item without SIM or PCIMA card capability, all exclusions relating to these items are not applicable..*



### Remember Your Pre-Claim Checklist:

- ✓ **You** must provide us with any receipts, documents or proof of purchase, that **We** request.
- ✓ **You** cannot transfer the insurance to someone else or to any other gadget without **Our** written permission.
- ✓ Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
- ✓ **You** must bring any damaged gadget back to Australia for inspection.
- ✓ **You** cannot claim for the same loss under Section 11 – Personal belongings and baggage and this section.

## Adventure Pack



Adventure Pack Table of Benefits	Limit
Adventure sport overseas emergency medical assistance	Unlimited
Adventure sport overseas emergency medical expenses	Unlimited
Own adventure sport equipment	\$1,000
Adventure sport equipment hire	\$1,000
Unused adventure sports costs	\$1,000

### *Please be Aware:*

**You** are not covered under this option for claims under Section 12 Legal liability (page 56) or if **You** participate in winter sports in backcountry or off-piste, or the activities listed under **Adventure Pack p.72**.

### Adventure-sport injuries covered under the Adventure Pack

If during **Your Trip**, **You** participate in the following amateur sports and activities:

- abseiling and zip lining – fully harnessed;
- animal conservation and handling – under appropriate supervision  
– and excludes hunting;
- battle re-enactment – not with firearms;

- cave/river tubing;
- caving/potholing;
- contact sports including any form of rugby, Australian Rules football or American football;
- deep sea fishing – with a licensed commercial operator;
- expeditions to or on the Kokoda Track/Trail;
- flying – passenger with a licensed commercial small aircraft or helicopter;
- hiking, trekking or tramping – peak altitudes from 3000m to 5000m, specialist climbing equipment not required;
- hang gliding, tandem gliding and paragliding – in tandem with a licensed instructor;
- mountain biking – non-competitive, downhill;
- outdoor rock climbing – with ropes and appropriate safety gear;
- sailing – Up to 24 kilometres off land, not racing;
- scuba diving – depth maximum 30 metres, holder of an open water diving licence recognised in Australia, or dive with a licensed instructor;
- sky diving, parachuting – in tandem with a licensed instructor;
- shooting – moving targets e.g. clay pigeon – at licensed gun ranges.

**We will provide the following cover...**

### **Adventure sport overseas emergency medical assistance**

#### **You are covered...**

Up to the benefit limit shown in the overseas medical emergency assistance section of the table above, for **Your** overseas emergency repatriation deemed medically necessary by the emergency medical assistance company following an **Accidental Injury** that **You** sustain during **Your Trip** as a result of **You** participating in the above activities listed in the adventure pack.

**Please be Aware:** the event of **Your Accidental Injury** **We** reserve the right to arrange for **Your** repatriation to Australia at any time during the **Trip**. **We** will do this if in the opinion of the **Doctor** in attendance or the Medical Emergency Assistance Company **You** can be moved safely and/or travel safely to Australia to continue treatment.

#### **You are not covered for...**

- The **Excess** as shown in the table of benefits for each **Insured person** and for each incident.
- Any claims where the Medical Emergency Assistance Company have not been contacted to authorise **Your** early return back to Australia.

- Any search and rescue costs (costs charged to **You** by a government, regulated authority or private organisation connected with finding and rescuing **You**. This does not include medical evacuation costs by the most appropriate transport).
- Any costs Incurred after a 12-month period from the date when the **Accidental Injury** happened.
- **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- **Accidental Injury** whilst participating in an activity not listed in the adventure pack above.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## **Adventure sport overseas emergency medical expenses**

### **You are covered...**

Up to the benefit limit shown in the overseas medical emergency medical expenses in the table above, for the necessary and **Reasonable** costs of emergency medical, surgical, and hospital treatment required following an **Accidental Injury** that **You** sustain during **Your Trip** as a result of participating in the above activities listed in the adventure pack.

### **You are not covered for...**

- Any treatment or surgery which the Medical Emergency Assistance Company thinks is not immediately necessary and can wait until **You** return to Australia. The decision of the Medical Emergency Assistance Company is final.
- Any treatment or surgery which in the opinion of **Our** Medical Emergency Assistance company is considered to be cosmetic, experimental or elective.
- any treatment or surgery carried out in Australia.
- Any treatment or surgery carried out more than 12 months after the expiry of this insurance.
- Inpatient or private treatment which has not been notified as soon as possible and agreed by **Us** or the Medical Emergency Assistance Company.
- The extra cost of a single or private hospital room unless this is medically necessary and authorised by the Medical Emergency Assistance Company.
- Treatment in a private hospital or private clinic where suitable state facilities are available.
- Treatment in a private hospital or private clinic unless authorised and agreed by **Us**.

- Any costs for the following:
  - telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);
  - taxi fares (unless a taxi is being used in place of an ambulance to take **You** to or from a hospital); or
  - Food and drink expenses (unless these form part of **Your** hospital costs if **You** are kept as an inpatient).
- Any costs **You** have to pay if **You** have refused to come back to Australia and the Medical Emergency Assistance Company considered **You** were fit to return **Home**.
- Any costs Incurred after a 12-month period from the date when the **Accidental Injury** happened.
- Any treatment or surgery carried out more than 12 months after the expiry of this insurance whichever sooner.
- Any cost of treatment if there is evidence that **You** are travelling to receive medical treatment.
- If **You** received private hospital or medical treatment where public-funded services or care was available in Australia or under any reciprocal health care agreement between the Government of Australia and the government of any other country.
- If **Your** claim arises out of pregnancy or related **Complications** after 26 weeks of pregnancy in the case of a single baby or after 19 weeks of pregnancy in the case of twins.
- **Note for expectant mothers:** **You** should consider whether **You** should travel under this policy; cover is not provided for childbirth or the health of a newborn child, irrespective of when the child is born.
- If **You** neglect to observe appropriate preventative health measures for the region **You** are travelling to, including relevant vaccinations and hygiene measures. See [www.who.int](http://www.who.int) for further information.
- Any claim arising from **You** acting in a way which goes against the advice of a **Doctor**, or **You** travelling against the advice of **Doctor** or where **You** would have been if **You** had sought their advice before beginning **Your Trip**.
- Any claim for the cost of emergency medical, surgical, and hospital treatment required following an **Accidental Injury** that **You** sustain during **Your Trip** as a result of participating in an activity not listed within the adventure pack above.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

**Remember Your pre-claim checklist:**

- ✓ Call the Medical Emergency Assistance company as soon as possible on **+61 2 8074 5522**.
- ✓ Get a written medical report or certificate from **Your** treating **overseas Doctor** or dentist, or **Your** local GP or dentist, that clearly explains the **Medical condition**, the diagnosis provided, medical tests requested and treatment given.
- ✓ Have documents translated into English if necessary (they do not need to be professional translations).
- ✓ Keep originals of all documents that **You** submit electronically.
- ✓ **You** have up to 30 days following **Your** return to Australia to lodge **Your** claim.

**Own adventure sport equipment****You are covered...**

If during the **Your Trip**, **Your** adventure sport equipment is lost, stolen or damaged **We** will at our discretion either:

- reimburse the value of the adventure sport equipment after allowing for **Reasonable** depreciation for items that are more than two years old; or
- arrange and pay for, or reimburse the cost of, repairing or replacing the adventure sport equipment with articles in the same condition but not with articles better or more expensive than the adventure sports equipment were when new.

The maximum sum insured for all items is shown in the table above.

**You are not covered for...**

- damage to items while in use; or
- items left unattended; or
- electrical or mechanical breakdown; or
- damage caused by wear and tear, vermin or any process of cleaning, repairing, restoring or alteration; or
- items sent under the provision of any freight contract; or
- items forwarded in advance and unaccompanied; or
- loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities.

**Please be aware:**

- **You** must report **Your** loss or theft to the police or responsible public-transport provider within 24 hours and provide **Us** with a written record prepared by the police or public-transport provider at the time the loss or theft is reported.

- **We** will not pay more than the original purchase price of any item. **We** have the option to repair or replace an item or paying **You** the amount it would cost **Us** to repair or replace the item after allowing for any trade discounts **We** are entitled to.
- Receipts and/or valuations must be provided proving **Your** ownership of and the value of any item for which **You** make a claim.

*Cover is also subject to the general exclusions shown at **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78** and policy limits.*

## **Adventure sport equipment hire**

### **You are covered for...**

If during **Your Trip**, **your** adventure sport equipment is:

- lost, stolen or damaged and a claim has been accepted by us; or
- delayed by **Your** public-transportation provider by more than 24 hours

**We** will reimburse the cost of hiring alternative adventure sports equipment up to the limits shown in the table above.

### **You are not covered for...**

**We** will not provide cover as shown in **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78**.

## **Unused adventure sports costs**

### **We will cover You...**

If during **Your Trip**, **You** suffer an **Accidental Injury** or sickness and a **Doctor** certifies **You** are unable to partake in **Your** pre-booked and pre-paid adventure sports listed in the Adventure pack above then **We** will reimburse **You** for the non-refundable cost of the unused portion up to the maximum sum insured shown in the table above.

### **You are not covered for...**

**We** will not provide cover as shown in **WHAT WE DON'T COVER AT ALL (general exclusions) p. 78**.

### **Please be aware:**

*Any claims must be accompanied by a copy of a medical report provided by a **Doctor** detailing the nature and extent of the **Accidental Injury** or sickness and as a result confirming **Your** inability to participate in adventure sport listed in the activity pack above.*

# What We Don't Cover at all (general exclusions)

There are things **You** will specifically not be covered for. These things are called “exclusions”. This PDS shows **You** that there are exclusions that appear under each benefit, as well as exclusions that apply to all benefits (or “general exclusions”). If **You** are unsure about any exclusions, please contact us at **travelbyus.com**

## We will not pay under any circumstances if:

1. Any costs of **Coronavirus** testing, unless **You** are admitted to hospital as an inpatient as a result of an accident or **Illness** that is covered under Section 1. Overseas medical and hospital expenses.
2. Any claims directly or indirectly related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**. This exclusion applies to all sections of the policy with the exception of Section 1. Overseas medical and hospital expenses, and under section 6 Additional Accommodation costs, and under Section 7. Cancellation costs, and under Section 8 Cutting your trip short, but only in the event that:
  - a. Under section 7 **You** have an official positive test result confirming **Your** diagnosis within 14 days of **Your** planned departure date after the policy was purchased; or **You** have been admitted to hospital due to testing positive for **Coronavirus** after the policy was purchased and are unable to go on holiday for medical reasons
  - b. Under section 8. Cutting your trip short, if the cutting short of **Your Trip** is deemed medically necessary and unavoidable by a medical professional as a result of **Your** death, or **Your** serious **Illness** and **You** testing positive for **Coronavirus** during **Your Trip**.
  - c. Under section 1,6,7 & 8 prior to **Your Trip** commencing, the Foreign and Commonwealth Office (FCO) had NOT advised against all (or all but essential) travel to **Your** intended destination,
  - d. Under section 1,6,7 & 8 you have received the recommended number of doses (including boosters where eligible) of an approved Coronavirus vaccine 14 days prior to your trip commencing. This vaccination requirement shall not apply if you were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in your medical records

3. **You** have a claim relating to the fear or threat of a **Pandemic** and/or **Epidemic**, Including but not limited to **Coronavirus** (COVID-19). This exclusion applies to all sections of the policy.
4. Any claim if having no symptoms of or **you** not testing positive for **Coronavirus** **you** are advised to quarantine or **you** choose to self-isolate due to a person **you** have come into contact with testing positive for **Coronavirus**.
5. Any claim relating to a **Medical condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless It Is listed within **Pre-existing Medical Conditions We** cover automatically, or cover was confirmed in writing by **Us**.
6. **You** or anybody **You** are in collusion with do anything criminal, unlawful or dishonest or **You** have not been honest and frank with all answers, statements and submissions made in connection with **Your** insurance application or claim.
7. **You** do not act in a responsible way to protect **Yourself** and **Your** property and to avoid making a claim.
8. **Your** claim is for a loss that is recoverable by any other method, including but not limited to, compensation under transport accident laws or a workers' compensation act or by any government sponsored fund, plan, medical benefit scheme or any other similar legislation required to be effected by or under a law.
9. Any costs are already accepted or offered by **Your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.
10. **Your** claim is related to the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.
11. If **You** do not follow advice from a government or other official body's warning in the mass media:
  - a. against travel to a particular country or parts of a country;
  - b. of a strike, riot, bad weather, civil commotion or contagious disease;
  - c. of a likely or actual **Epidemic** or **Pandemic**;
  - d. of a threat of an **Epidemic** or **Pandemic** that requires the closure of a country's borders; or
  - e. of an **Epidemic** or **Pandemic** that results in **You** being quarantined.

*Please note: This exclusion applies both during **Your Trip**, and prior to **You** purchasing **Your** policy or booking **Your Trip** whichever the later.*



12. If **You** did not take the appropriate action to avoid or minimise any potential claim under **Your** policy (including delay of travel referred to in the warning; See [www.who.int](http://www.who.int), [smartraveller.gov.au](http://smartraveller.gov.au) and [dfat.gov.au](http://dfat.gov.au) for further information.
13. The Australian Department of Foreign Affairs & Trade (DFAT) and/or [smartraveller.gov.au](http://smartraveller.gov.au), has advised against all, or against any non-essential travel to **Your** destination prior to **You** purchasing **Your** policy or booking **Your Trip** whichever the later.
14. For any claim arising from civil riots, blockades, strikes or industrial action of any type (except for strikes or industrial action which were not existing or publicly announced by the date **You** purchased this insurance or at the time of booking any **Trip**).
15. For any claim relating to an incident or circumstances which were in the public domain or **You** were aware of, at the time **You** purchased this insurance, or at the time of booking any **Trip**, which could reasonably be expected to lead to a claim.
16. For any claim arising from natural catastrophe which were existing or in the public domain by the date **You** purchased this insurance or at the time of booking any **Trip**, whichever is the later.
17. **Your** claim is as a result of excessive consumption of alcohol by which **We** mean where **You** have drunk so much alcohol that a medical practitioner has stated that **Your** alcohol consumption has caused or actively contributed to **Your Injury or Illness**, the results of a blood test at the time of **Injury or Illness** shows that **Your** blood alcohol level exceeds 0.19% that is approximately 1.5 litres of beer or four 175mL glasses of wine or a witness report of a third party that has advised that **You** have notably impaired **Your** faculties and/or judgement.
18. If **You**, **Your Close relative** or a member of **Your Travelling party** is under the influence of, or is addicted to, intoxicating liquor or a drug, except a drug taken in accordance with the advice of their registered medical practitioner.
19. **Your** claims relates to any behavioural diagnoses such as autism; eating disorders; a drug or alcohol addiction.
20. Any claim if **Your** alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness,

impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.

21. If **You, Your Close relative** or a member of **Your Travelling party** commits suicide, attempts to commit suicide or deliberately injures himself or herself.
22. For any claim arising from **You** being involved in any deliberate, malicious, reckless, illegal or criminal act.
23. For a claim that arises from **You** acting in a way which goes against the advice of a **Doctor**, or **You** travelling against the advice of **Doctor** or where **You** would have been if **You** had sought their advice before beginning **Your Trip**
24. Any claim If **You, Your Close relative** or a member deliberately puts themselves/**Yourself** in danger (unless trying to save a human life).
25. For any claim involving **You** taking part in any sport or activity that is not listed on the Sports and activities section on page 32 or listed in the adventure pack and **You** have paid the appropriate additional premium and cover is confirmed on **Your Certificate of Insurance**.
26. For any claim arising from **You** use of a quad bike.
27. For any claim related to Motor racing, rallying or vehicle racing of any kind.
28. If **You, Your Close relative** or a member of **Your Travelling party** participate flying an aircraft other than as a passenger in a licensed passenger aircraft operated by an airline.
29. If **You, Your Close relative** or a member of **Your Travelling party** takes part in a riot or civil commotion.
30. Any costs which **You** would have had to or would have chosen to pay had the reason for the claim not occurred (for example, the cost of food which **You** would have paid for in any case).
31. For any claim arising as a result of **You** failing to get the inoculations and vaccinations that **You** need in relation to **Your Trip**.
32. If **You, Your Close relative** or a member of **Your Travelling party** rides a motorcycle without wearing a helmet, or without having a valid licence as

required in Australia and in the country of travel for the same class of motorcycle **You** (or they) are operating, or as a pillion passenger without a helmet.

33. If **You**, **Your Close relative** or a member of **Your Travelling party** races (except on foot); mountaineers or rock climbs.
34. For any claim where **You** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
35. For any claim involving **You** taking part in any sport or activity unless the **Policyholder** has paid the necessary premium (if applicable) to extend **Your** policy to provide cover for this. Please see the Sports and activities section on pages 32 and 29 of this policy wording for further details.
36. For any claim relating to winter sports unless the **Policyholder** has paid the necessary premium to extend **Your** policy to provide cover under the snow pack for this and cover is listed on **Your Certificate of Insurance**.
37. For any claim relating to **You**, **Your Close relative** or a member of **Your Travelling party** diving underwater using an artificial breathing apparatus, unless an open water diving licence is held or when diving under licensed instruction.
38. Any claim relating to **You** taking part in any professional, semi-professional sporting activity.
39. Any claim relating to **You** taking part in any amateur sporting activity unless the **Policyholder** has paid the necessary premium to extend **Your** policy to provide cover under the adventure pack for this and the sport is listed within the adventure pack sports and cover is also listed on **Your Certificate of Insurance**.
40. If **Your** claim arises from **Pre-existing Medical Conditions** except as specified under **Pre-existing Medical Conditions**.
41. If there are ongoing payments under **Section** Overseas medical and hospital expenses (page 34) and **We** decide on the advice of a **Doctor** appointed by us that **You** are capable of being repatriated to Australia.
42. If **You** are travelling with the purpose of receiving medical treatment abroad.

43. If **You** claim arises from any medical procedures in relation to AICD/ICD insertion during overseas travel. If **You, Your Travelling party** or a **Close relative** (as listed on **Your Certificate of Insurance**) requires this procedure, due to sudden and acute onset which occurs for the first time during **Your** Period of cover and not directly or indirectly related to a **Pre-existing Medical condition**, **We** will exercise **Our** right to organise a repatriation to Australia for this procedure to be completed.
44. If **You** claim relates to the cost of medication in use at the time the **Trip** began or for maintaining a course of treatment **You** were on prior to the **Trip**.
45. If **You** claim relates to Fertility treatment at any time, including any resulting pregnancy.
46. If **You** claims relates to Pregnancy with triplets or more.
47. If **You** claim relates to Pregnancy in any of the following circumstances:
- a. if **You** have experienced any pregnancy **Complications** prior to purchasing **Your** policy;
  - b. multiple pregnancies arising from services or treatment associated with an assisted reproductive program, including but not limited to in vitro fertilisation;
  - c. a single pregnancy after 26 weeks;
  - d. a pregnancy with twins after 19 weeks;
  - e. for childbirth at any time.
48. If **You** claim relates to any search and rescue expenses (including costs charged to **You** by a government, regulated authority or private organisation connected with finding or rescuing an individual).
49. Any claim relating to **You** taking part in any professional, semi-professional activity.
50. Any claim involving **You** taking part in **Manual labour**.
51. If **You** claim arises directly or indirectly from a sexually transmitted disease.
52. If **You** claim is as a result of errors or omissions made in any booking arrangements or a failure to obtain relevant visa, passport or travel documents.
53. For any claim if **You** already have a more specific insurance covering it (for example, if an item **You** are claiming for under **Section 11a** Personal belongings or Baggage (not including Personal Electronics/Gadgets) that is covered on **Your** household contents insurance policy).

54. For any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed under the headings 'What **You** are covered for' in sections 1 to 13.
55. If **Your** claim arises during or is in connection with a **Cruise**.
56. If **Your** claim relates to any costs or expenses are incurred outside the period of the **Trip**.
57. If **You** are unable to prove **Your** financial loss.
58. If **Your** claim relates to Events for which the provision of cover or a liability to pay a benefit would expose **Us** and/or **Our** reinsurer(s) to any sanction, prohibition or restriction under United Nations resolutions or any sanctions, laws or regulations of the European Union, United Kingdom or Australia.
59. For any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:
  1. war, hostilities or any act of war (whether war be declared or not);
  2. invasion;
  3. act of an enemy foreign to the nationality, or enemy foreign to the country in, or over, which the act occurs;
  4. civil war;
  5. riot or civil commotion assuming the proportions of, or amounting to, an uprising;
  6. rebellion, insurrection, revolution or overthrow of any legally constituted Government;
  7. military or usurped power;
  8. explosions of a war weapon;
  9. utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined;
  10. radioactive contamination;
  11. murder or assault subsequently proved beyond **Reasonable** doubt to have been the act of agents of a state foreign to the nationality of the **Insured person** whether war be declared with that state or not;
  12. terrorist activity.

**For the purpose of this exclusion:**

- **Terrorist activity** means an act, or acts, including a Cyber Act or Acts, of any person, or group(s) of persons, committed for political, religious,

ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear.

- Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- **Utilisation of Nuclear weapons of mass destruction** means the use of any explosive nuclear weapons or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- **Utilisation of Chemical weapons of mass destruction** means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- **Utilisation of Biological weapons of mass destruction** means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
- **Radioactive contamination** means irradiation or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
- **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of 1 to 12 above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

60. For a claim for any loss, damage, liability, cost or expense caused deliberately or **Accidentally** by:

1. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
2. any computer virus;
3. any computer related hoax relating to 1 and/or 2 above.

However, subject to the terms and conditions of **Your** policy, **You** are covered up to the amount(s) stated in the schedule for:

- Cancellation costs section
- Cutting **Your Trip** short Section
- Overseas hospital and medical expenses

as a result of **Your** serious unexpected **Illness** or **Accidental Injury** or death, or that of a **Business Associate** or **Close relative** for claims arising under Cancellation costs section or cutting **Your Trip** short section, due to any of 1, 2 or 3 above.

61. Any claims arising due volcanic ash carried by the wind.

# Definitions

Because words can be interpreted in various ways, the following definitions are what **We** mean when we say certain words in this PDS.

**Accident** or **Accidental** or **Accidentally** means an unexpected, unintended, unforeseeable event causing loss or bodily **Injury**. The **Accident** must happen while **You** are on a **Trip** and covered under the policy.

**Acute Condition** means a **Illness** or **injury** that is likely to respond quickly to treatment which aims to return **You** to the state of health **You** were in immediately before suffering the **Illness** or **injury**, or which leads to **Your** full recovery

**AICD/ICD** means an implantable cardioverter-defibrillator (ICD), also known as an automated implantable cardioverter-defibrillator (AICD).

**Business associate** means any employee whose level of responsibility in the business is such that if both **You** and they were absent from the business for a period of five (5) full working days or more this would have a detrimental impact on the running of the business.

**Business equipment** means computer equipment, communication devices and other business-related equipment that **You** need in the course of **Your** business and that is not insured elsewhere. The equipment must be owned by **Your** employer or if **You** are self-employed, it must be owned by **You**.

**Carrier** means an aircraft, vehicle, train, vessel or other **Public transport** operated under a licence for transporting passengers, but excludes taxis.

**Certificate of Insurance** means the document showing details of the cover and which should be read with this policy wording.

**Chronic** means a persistent and lasting condition in medicine. **We** do not consider that **Chronic** pain has to be 'constant' pain, however in many situations it has a pattern of relapse and remission. The pain, disease or medical issue may be long-lasting, recurrent (occurred on more than two occasions) or characterised by long suffering.

**Close relative(s)** means a relative of **Yours** or of a member of **Your Travelling party** who is residing in Australia or New Zealand. It means **Your** or their spouse, de facto **Partner**, **Parent**, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, step-parent, step-son, step-daughter, fiancé, fiancée, or guardian.



**Complication** means any secondary diagnosis occurring prior to, during the course of, concurrent with or as a result of the pregnancy which may adversely affect the pregnancy outcome.

**Coronavirus** means **Coronavirus** COVID 19, including any related and/or similar conditions howsoever called, or any mutation of these.

**Cruise** means a journey by ship/vessel sailing on the seas or oceans that includes stopping at various ports on which travel is taken as a paying passenger for pleasure as a holiday, for a minimum of two nights in duration.

**Dependant** means **Your** child or grandchild (including fostered or adopted child or grandchild) not in full-time employment who are under the age of 18 at the date of policy issue, travelling with **You** on the majority of the **Trip**, and listed as covered on **Your Certificate of Insurance**.

**Doctor** means a registered medical practitioner who is not **You** or related to **You**, who is currently registered with the Australian Medical Council (AMC) in the Australia (or foreign equivalent) to practice medicine.

**Domestic cover** means when travel involves an overnight stay and accommodation and/or transport is prearranged with a travel services provider within Australia.

**Epidemic** means a widespread occurrence of an infectious disease in a community at a particular time.

**Excess** means the amount which **You** must first pay for all losses arising from the one event before a claim can be made under **Your** policy.

**Family** means **You** and **Your** travel **Partner** named in the **Certificate of Insurance** and **Your Dependants** listed as covered on **Your Certificate of Insurance**.

**Flood** means a general and temporary covering of water of two or more acres of normally dry land.

**Home** means **Your** usual place of residence in Australia.

**ICD** see AICD

**Illness** means any disease, infection, bodily disorder which is unexpectedly contracted by **You** prior to **Your Trip** or unexpectedly manifests itself for the first time during **Your Trip**, and which necessitates treatment by a legally qualified medical practitioner, and results

in **You** or any other person to which this insurance applies, being certified by that medical practitioner, at the time as being unfit to travel, or continue with **Your** original **Trip**.

**Injury** means a bodily **Injury** caused solely and directly by violent, **Accidental**, visible and external means, during **Your** Period of cover, which does not result from any **Illness**, sickness or disease, and which necessitates treatment by a legally qualified medical practitioner, and results in **You** or any other person to which this insurance applies, being certified by that medical practitioner, at the time as being unfit to travel, or continue with **Your** original **Trip**.

**Insured person** means the person or persons shown on the policy certificate.

**Irrecoverable costs** means any costs where **You** are not entitled to a refund by any other means, and/or costs that are not compensated elsewhere, and/or costs that are already accepted or offered by **Your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.

**Manual labour** means work involving physical labour.

**Medical condition(s)** means any disease, unexpected **Illness** or **Injury**, including any psychological conditions.

**Natural Disaster** means volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado or wildfire.

**Pair or set of items** means items of personal property which are substantially the same, complementary or designed to be used together.

**Pandemic** means a form of an **Epidemic** that extends throughout an entire continent, even the entire human race.

**Parent** means a person with parental responsibility including a legal guardian acting in that capacity.

**Partner** means a person who is either an **Insured person's** husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address and has done so for a minimum of 6 continuous months before the **Trip** is booked and before the **Trip** commences.

**Period of cover** as defined in the policy certificate.

**Personal belongings or Baggage** means any **Personal items** owned by **You** and that **You** take with **You** or buy on **Your Trip** and which are designed to be worn or carried

about with **You**. This includes items of clothing, personal jewellery. However, it does not mean any **Personal Electronics**, business samples or items that **You** intend to trade.

**Personal Electronics** means any electronic items owned by **You** that **You** take with **You** or buy on **Your Trip**, including but not limited to, mobile phones, smart phones, tablets, iPads, kindles, satnavs, cameras, lenses, camcorders, smart watches, smart glasses, head mounted displays, games consoles, headphones, wireless speakers, laptop computers, video recorders; cameras, photographic, audio, video, electronic and computer equipment.

**Personal items** means privately owned items (such as clothing and jewellery) normally worn or carried on the person.

**Policyholder** means the person who has paid for this policy and is shown on the policy certificate.

**Pre-existing Medical condition** means:

- pregnancy;
- a **Medical condition** where **You** are aware of the symptoms, or a related **Complication You** know about;
- a medical or dental condition where **You** have received, or are waiting for, medical treatment;
- any condition for which **You** take prescribed medicine;
- any condition for which **You** have received surgery or attended hospital;
- any condition for which **You** have received, or are waiting for, tests, investigations or consultation with a medical specialist;
- any condition for which **You** have received or been advised to attend a follow-up consultation; or
- any **Chronic** or ongoing **Medical condition** or terminal unexpected **Illness**.

This definition applies to **You**, **Your** travelling companion, a **Close relative**, or any other person.

**Public transport** means a bus, coach, ferry, sea-vessel or train operating according to a published timetable.

**Reasonable** means, for medical or dental expenses, the standard level of care given in the country **You** are in, including the use of the public health care system where there is a reciprocal health care agreement in place with the Government of Australia; for other expenses, the standard level **You** have booked for the rest of **Your Trip**; or as determined by us.

**Rental vehicle** means only a rented motorbike, sedan, campervan, hatchback or station wagon, four-wheel drive or mini bus rented from a licensed motor vehicle rental company.

**Resident** means an Australian citizen; or

- a holder of a valid Australian permanent resident visa, **Partner**/spouse visa or skilled working visa (457 or other skilled working visa); or
- a New Zealand passport holder permanently residing in Australia, who:
- has unrestricted right of entry into Australia;
- has access to long-term medical care in Australia (not including reciprocal health care agreements);
- has a permanent Australian residential address; and
- agrees to be repatriated, if required, back to Australia under this insurance.

**Snow sport equipment/ Snow sports equipment** means skis, poles, boots, bindings, snowboards or ice skates.

**Travelling party** means those people defined in **Family** and any travelling companion who has made arrangements to accompany **You** for at least 50% of the **Trip** and is shown on **Your Certificate of Insurance**.

**Trip** means the period of travel stated in the **Certificate of Insurance**.

It begins on the date of departure as stated in the **Certificate of Insurance** and ends when **You** return to **Your Home**, or when the period of the **Trip** set out in the **Certificate of Insurance** ends, whichever happens first.

**Unattended** means when **You** do not have full view of **Your** property or where **You** are not in a position to prevent the unauthorised taking of **Your** property, unless it is left in a locked room or a locked safety deposit facility. Property left in a motor vehicle is considered to be **Unattended** even when the motor vehicle is locked and the property is out of view in an enclosed storage compartment, boot or luggage space.

**We, Our, Us** means certain underwriters at Lloyd's who deal with **You** through their agent, Agile Underwriting Services Pty Ltd.

**You, Your or Yourself** means the person or people named in the **Certificate of Insurance**.

# Privacy Policy

We take your privacy seriously and adhere to the privacy policy detailed on our website at **[www.travelbyus.com/privacy](http://www.travelbyus.com/privacy)**.

For further information about our privacy policy or to obtain a copy, please contact:  
Insured by Us at Level 5, 63 York St, Sydney NSW 2000 or at **[privacy@travelbyus.com](mailto:privacy@travelbyus.com)**.

## Date prepared

This PDS and Policy Wording was prepared on 29<sup>th</sup> March 2022 and its distribution has been authorised by Agile Underwriting Pty Ltd.

# Financial Services Guide

## How the money works, and where your money goes

This is a FSG issued by Agile Insurance Services Pty Ltd (**AGILE**) in relation to general insurance products promoted by AGILE. The purpose of this FSG is to help **You** to make an informed decision about whether to use the financial services AGILE can provide to **You**. It contains information on:

- who AGILE is and how **We** can be contacted or given instructions;
- the services AGILE offers to **You** and how they are provided;
- how AGILE and other relevant persons are remunerated;
- AGILE's compensation arrangements;
- **Our** commitment to protecting **Your** privacy;
- how complaints are dealt with; and
- other disclosure documents **You** may also receive.

## Other disclosure documents you may receive

Where required, **You** will also be given a Product Disclosure Statement (PDS) before or at the time **You** acquire any product as a retail client. The PDS contains information on the benefits and significant characteristics of the product and is designed to assist **You** in making an informed decision about whether to buy the product or not. It may be more than one document.

## 1. ABOUT AGILE INSURANCE SERVICES (AGILE)

AGILE is an Australian licensed insurance underwriting agency, AFS 483374 and are a Coverholder at Lloyd's providing innovative, rapid and efficient product solutions. AGILE's details are as follows:

<b>ABN:</b>	48 607 908 243
<b>AFSL:</b>	483374
<b>Head Office:</b>	Level 5, 63 York St, SYDNEY NSW 2000
<b>Postal Address:</b>	Level 5, 63 York St, SYDNEY NSW 2000
<b>Telephone:</b>	1300 705 031
<b>E-mail:</b>	service@agileunderwriting.com
<b>Website:</b>	www.agileunderwriting.com

AGILE is part of the AGENT ZERO Group of Companies. With exceptional underwriting and claims teams, AGILE is committed to excellence, integrity and to providing quality

service and insurance products. Around the world, AGILE's clients and brokers can expect the highest level of commitment and service. AGILE focuses on its clients, building strong relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

## 2. ABOUT LLOYD'S

Lloyd's is a unique insurance market and has been in operation for more than 325 years. Lloyd's is the world's leading market for specialist insurance and has an unrivalled concentration of specialist underwriting expertise. With expertise earned over centuries led by expert underwriters and brokers who cover more than 200 countries and territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite your most prized assets. Lloyd's is backed by diverse global capital and excellent financial ratings. More information can be found at [www.lloyds.com](http://www.lloyds.com)

## 3. HOW AGILE PROVIDES ITS SERVICES

AGILE may provide a dealing service, with or without general advice, in relation to the general insurance products that AGILE distributes. When AGILE issues general insurance products, AGILE acts on insurers behalf, not **Yours**. In dealing with **Us**, AGILE will collect information from **You** to be able to market and issue the product and manage **Your** and AGILE's rights and obligations under the product. AGILE will also give **You** factual information about the product to help **You** decide whether to buy the policy.

## 4. HOW AGILE IS PAID FOR ITS SERVICES

### Payment for the services AGILE provides

As the issuer of any insurance policy, **We** will charge **You** an agreed premium for that product based on a number of factors including **Your** risk profile and circumstances (plus relevant taxes and charges) which **We** will calculate and provide **You** with before **You** buy the product. In issuing this policy, AGILE underwrites on behalf of certain **Underwriters at Lloyd's**, and acts as agent for the Underwriters in performing its duties under a Binding Authority Agreement (Contract Number **B601452296418AA**). AGILE receives a commission calculated as a percentage of the premium for performing this work.

## Remuneration of our staff

All permanent AGILE employees are paid an annual salary. An annual bonus may be paid in some circumstances, which can be based on performance against sales targets and other performance criteria. All temporary AGILE employees receive hourly wages or such wages otherwise agreed for a fixed term or contract. Performance-based payments may also be paid in some circumstances. AGILE employees may also receive other non-monetary benefits such as attendance at business related conferences, study trips, other functions or gift vouchers.

## Referral to AGILE by third parties

In certain cases, **We** may have a relationship with a third party who **We** may pay for referring **You** to us. **We** may pay them a referral fee which is a percentage of the net premium of an insurance policy (which is the total premium payable less GST and Stamp Duty).

This referral fee is already incorporated into the premium payable by **You** and the amount can vary, depending on the type of arrangement **We** have with the third party and the type of insurance product **You** purchase. The amount **We** pay them includes a reimbursement of expenses they incur in performing their role, for example marketing, postage, telephone, printing and call centre costs. The referral fee is normally payable to third parties on a monthly or quarterly basis, in arrears.

## Further information

**You** can ask **Us** to give **You** more particulars of the remuneration or other benefits referred to above within a **Reasonable** period after receiving this FSG and before **We** provide **You** with the financial service to which this FSG relates, unless **We** agree otherwise.

## 5. MARKETING COMPANIES

AGILE may authorise a number of marketing and telemarketing companies to provide services on its behalf for which they receive remuneration from AGILE. See below for further details about their remuneration. These services may include an inbound and outbound call centre to assist **You** in applying for the policy and to answer any general queries **You** may have about the policy. The companies follow procedures set by AGILE and may also provide **You** with general advice which has been prepared and



authorised by AGILE. In providing these services, the companies act on AGILE's behalf, not **Yours**. The companies may also act on behalf of other licensees. For further details, please contact AGILE on 1300 705 031.

### **Remuneration of a marketing company's staff**

Depending on the particulars of each marketing or telemarketing campaign, a company's employees will receive a salary or a fee which is an hourly rate negotiated with the telemarketing company and may also receive one or more of the following benefits which are based on the employees' performance against sales targets and other performance criteria:

- soft dollar benefits which can include gift vouchers, meals, entertainment such as tickets to sporting events and gifts such as bottles of wine; &/ or ;
- weekly monetary bonuses.

These benefits are paid by the company and not AGILE. The identity and remuneration of individual operators should not impact the service provided or be material to **Your** decision to enter into an insurance contract with AGILE.

## **6. COMPENSATION ARRANGEMENTS**

Please refer to the Financial Claims Scheme and Compensation Arrangements section contained within the PDS section of this booklet – Combined Policy Wording and PDS and FSG.

## **7. PERSONAL INFORMATION HANDLING PRACTICES**

### **Collection, Use and Disclosure**

**We** collect **Your** personal information (which may include sensitive information) when **You** are applying for, changing or renewing an insurance policy with **Us** or when **We** are processing a claim in order to help **Us** properly administrate **Your** insurance proposal, policy or claim. Personal information may be obtained by **Us** directly from **You** or via a third party such as **Your** insurance intermediary or employer (e.g. in the case of a group insurance policy). When information is provided to **Us** via a third party **We** use that information on the basis that **You** have consented or would reasonably expect **Us** to collect **Your** personal information in this way and **We** take **Reasonable** steps to ensure that **You** have been made aware of how **We** handle **Your** personal information. The primary purpose for **Our** collection and use of **Your** personal information is to enable **Us** to provide insurance services to **You**. Sometimes, **We** may use **Your** personal

information for **Our** marketing campaigns, in relation to new products, services or information that may be of interest to **You**. **We** may disclose the information **We** collect to third parties, including service providers engaged by **Us** to carry out certain business activities on **Our** behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide **Our** services to **You**, **We** may need to transfer personal information to other entities within the Agent Zero Group of companies, (such as the regional head offices of AGILE located in other jurisdictions) or third parties with whom **We**, or those other Agent Zero Group entities, have sub-contracted to provide a specific service for **Us** and these may be outside of Australia. In particular, certain business process functions of AGILE are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by **Us** to any **overseas** entity for marketing purposes. In all instances where personal information may be disclosed **overseas**, in addition to any local data privacy laws, **We** have measures in place to ensure that those parties hold and use that information in accordance with the consent **You** have provided and in accordance with **Our** obligations to **You** under the *Privacy Act 1998 (Cth)*.

## Your Choices

In dealing with **Us**, **You** agree to **Us** using and disclosing **Your** personal information as set out in this statement and **Our** Privacy Policy. This consent remains valid unless **You** alter or revoke it by giving written notice to **Our** Privacy Officer. However, should **You** choose to withdraw **Your** consent it is important for **You** to understand that this may mean **We** may not be able to provide **You** or **Your** organisation with insurance or to respond to any claim.

## How to Contact Us

If **You** would like a copy of **Your** personal information, or to correct or update it, please contact **Our** customer relations team on 1300 705 031 or email **privacy@agileunderwriting.com**. If **You** have a complaint or would like more information about how **We** manage **Your** personal information, please review **Our** Privacy Policy for more details or contact the Privacy Officer, AGILE Underwriting Services Pty Limited, Level 5, 63 York St, Sydney NSW 2000, Tel: 1300 705 031 or email **privacy@agileunderwriting.com**.

## 8. COMPLAINTS AND DISPUTE RESOLUTION

AGILE takes the concerns of its customers very seriously. AGILE has detailed complaint handling and dispute resolution procedures that **You** may access, at no cost to **You**. To obtain a copy of **Our** procedures, please contact **Us** on 1300 705 031 or [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com). To assist AGILE with **Your** enquiries, please provide **us** with **Your** claim or policy number (if applicable) and as much information **You** can about the reason for **Your** complaint or dispute. AGILE's complaints and dispute procedures are as follows:

### Stage 1 – Complaint Handling Procedure

If **You** are dissatisfied with any of AGILE's products or services and **You** wish to lodge a complaint, please contact **Us** at:

<b>Postal address:</b>	The Complaints Officer AGILE Underwriting Services Pty Limited Level 5, 63 York St, Sydney NSW 2001
<b>Telephone:</b>	1300 705 031
<b>Email:</b>	<a href="mailto:complaints@agileunderwriting.com">complaints@agileunderwriting.com</a>

**We** will respond to **Your** complaint within fifteen (15) business days, or if further investigation or information is required, **We** will work with **You** to agree on **Reasonable** alternative timeframes.

### Stage 2 – Dispute Resolution Procedure

If **You** are dissatisfied with **Our** response to **Your** complaint, **You** may ask that **Your** complaint be treated as a dispute and referred to AGILE's dispute resolution team at:

<b>Postal address:</b>	Lloyd's Underwriters' General Representative in Australia Lloyd's Australia Limited Level 9, 1 O'Connell Street Sydney NSW 2000
<b>Telephone:</b>	(+61 2) 9223 0752
<b>Facsimile:</b>	(+61 2) 9223 1466
<b>Email:</b>	<a href="mailto:ldraustralia@lloyds.com">ldraustralia@lloyds.com</a>

When **You** lodge **Your** dispute with Lloyd's, they will usually require the following information:

- a) Name, address and telephone number of the **Policyholder**;

- b) The type of insurance policy involved;
- c) Details of the policy concerned (policy and/or claim reference numbers, etc.);
- d) Name and address of the insurance intermediary through whom the policy was obtained;
- e) Details of the reasons for lodging the complaint;
- f) Copies of any supporting documentation **You** believe may assist Lloyd's in addressing **Your** dispute appropriately.

Following receipt of **Your** complaint, **You** will be advised whether **Your** dispute will be handled by either Lloyd's Australia or the Complaints Department at Lloyd's in London:

- a) Where **Your** complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), **Your** complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **Your** dispute. If **Your** complaint or dispute is not resolved to **Your** satisfaction or a final response has not been provided within 45 days, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA), for review. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

<b>Postal address:</b>	AFCA GPO Box 3, Melbourne VIC 3001
<b>Telephone:</b>	1800 931 678

- b) Where **Your** complaint is not eligible for referral to AFCA, Lloyd's Australia will refer **Your** complaint to the Complaints Department at Lloyd's, who will then liaise directly with **You**. Complaints that cannot be resolved by Complaints may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

## How long will Stage 2 process take?

**Your** complaint will be acknowledged in writing within five (5) business days of receipt, and **You** will be kept informed of the progress of Lloyd's review of **Your** complaint at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** complaint within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

### **Stage 3 – External Dispute Resolution**

If your complaint or dispute is not resolved to your satisfaction or a final response has not been provided within 45 days, you may refer the matter to the Australian Financial Complaints Authority (AFCA) for review. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

**Postal address:** AFCA  
GPO Box 3, Melbourne VIC 3001

**Telephone:** 1800 931 678

## 10. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We've simplified our contact points so you can easily get in touch with us.

For enquiries relating to	Please contact
<b>Policy questions and coverage</b> Any questions, just call or email.	<a href="mailto:hello@travelbyus.com"><u>hello@travelbyus.com</u></a>
<b>Cancelling your policy</b> <b>You</b> can cancel <b>your policy</b> at any time.	<a href="https://www.travelbyus.com/change-your-policy/"><u>https://www.travelbyus.com/change-your-policy/</u></a>
<b>Making a claim online</b> <b>You</b> can claim directly through our online portal.	<a href="http://www.travelbyus.com/claims"><u>www.travelbyus.com/claims</u></a>
<b>Making a claim</b> Get in touch straight away and we can help.	<a href="mailto:claims@travelbyus.com"><u>claims@travelbyus.com</u></a>

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